

Distance Education Guidelines

SOUTHWEST TENNESSEE COMMUNITY COLLEGE

Academic Affairs Division

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I. PURPOSE

The purpose of this set of guidelines is to describe the procedures for implementing, maintaining, and evaluating Distance Education Courses at Southwest Tennessee Community College (Southwest). These guidelines are an implementation of Southwest Policy No. 2:05:00:00/12.

II. DEFINITIONS

A. Distance Education

As defined by TBR (Tennessee Board of Regents) Policy 2:05:00:00: (June 21, 2019, rev.)

“Distance education describes a multimedia method of instructional delivery that can include a mix of online (web-based) instruction, streaming video conferencing, face-to-face classroom time, television, telephone, radio, computers or interactive video, or other combinations of electronic and traditional educational models using present and future/or electronic and telecommunication technology.

Distance education can be executed in a variety of ways and is consistent in that there is some degree of physical separation of the teacher and the learners. Communication, instruction, and assessment takes place through, or is supported by, technological means with focus on student-to-student, student-to-content, and instructor-to-student interaction.

The term ‘distance education’ encompasses the terms ‘distance learning,’ ‘online learning,’ ‘e-learning,’ ‘hybrid learning,’ ‘blended learning,’ ‘digital learning,’ and other similar terminology.”

B. Copyright

Under Federal law, copyright applies to any "original work of authorship fixed in any tangible medium of expression." (17 U.S.C. § 102(a)). Generally, the owner of a copyright has the exclusive rights to reproduce the work, to prepare derivative works, to distribute copies by sale or other transfer of ownership, and to publicly display or perform the work. (17 U.S.C. § 106, § 106A).

C. Work Made for Hire.

An employer owns the copyright to a work of authorship when the work was created by an employee within the scope of his/her employment. Some kinds of work can also be owned by the institution as a work made for hire if it is specially ordered or commissioned under a written contract signed by two (or more) parties. (17 U.S.C. § 101, § 201 (b))

D. Fair Use

The Copyright Act provides for some exceptions to the exclusive rights of the copyright owners. One of these exceptions permits fair use of copyrighted work for purposes such as teaching, scholarship, or research. (17 U.S.C. § 107).

The four factors to be considered in determining fair use are:

- The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- The nature of the copyrighted work;
- The amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
- The effect of the use upon the potential market for or value of the copyrighted work.

E. Course Master Copy

For each Distance Education (DE) course, a Master Copy (MC) will be maintained. MC updates must be completed before the cloning dates announced by Digital Learning (DL). DL will clone the course material from the MC to sectional courses. If updates are made to the MC after the announced cloning date, the developer/owner will be responsible for making the same updates in the sectional courses.

F. Course Shells

A course shell is a DE course without any course material. When a course is scheduled in Banner, an empty course shell is created in PAWS. Course material from the MC is cloned into the course shell before the start of each semester, adherent to the copyright and intellectual property guidelines.

G. Faculty Roles in the Learning Management System (LMS)

Developer

In the LMS roles, the Developer is the faculty assigned to develop a course and is responsible for maintaining and updating the Master Copy course content. Developers will have access to edit the course through the Learning Management System.

Teacher

In the LMS roles, the teacher is the faculty assigned to teach a course created and maintained by a Developer. Individuals with the Teacher role have the ability to make changes in scheduling and the addition of accessible supplementary materials to the course content in their respective course(s) without affecting the content of the Master Copy course that is maintained by the Developer of record. Due to the stringent review process, accessibility guidelines, and the SACS-COC accreditation rules, it is important that all preapproved materials remain.

III. IMPLEMENTATION OF DISTANCE EDUCATION COURSES

A. Development of Distance Education Courses

1. TYPES OF DISTANCE EDUCATION COURSES

a) Online Course:

Any course that is offered solely through the Internet using the learning management system. Such courses will be categorized as follows:

(1) Level 1 and Level 2:

Those developing a Level 1 or Level 2 course will complete the full course development process. All developers will maintain and update the course as needed for 3 years as part of their contract.

(A) LEVEL 1:

Courses that are built primarily by the faculty member.

(B) LEVEL 2:

Courses using publisher-created digital content with significant revision and additional faculty member-created material (minimum of 50%).

A minimum of one piece of Non-Publisher (NP) learning content in each module. This content should support the TBR policy of student-to-content, student-to-student, or student-to-faculty interactions. Examples of NP content include, but are not limited to, developer-created/sourced videos, PowerPoints, podcasts, infographics, articles, websites, and OER content.

** Due to the varying level of resources and assessments available from publisher/third-party products, the developer and the instructional designer will collaborate to determine what constitutes the minimum requirements. This ensures that the college recognizes the role of faculty in the control of curriculum while meeting the needs of best practices in curriculum delivery.*

(2) Course Review:

Initiated by the college, a course review requires the developer to make minor changes to a course without compensation to ensure it meets all college policies and governmental requirements for online education. If the required changes are great enough, this may lead to a Course Redevelopment.

(3) Course Redevelopment:

The developer may move to request compensation for course redevelopment. These would be any adjustments beyond the scope of the normal updates to the course shell. Redevelopment can consist of one or more of the following: textbook changes, preapproved curriculum changes, LMS changes, and updating technologies.

b) Web-assisted Course:

A course that utilizes significant online technologies to enhance student learning but does not utilize web-based technology to supplant on-campus class meetings. Course assignments outside of class require the use of the web.

- c) **Hybrid Course:**
A course that utilizes the learning management system to reduce the number or time of traditional, on-campus meetings. No more than 50% of the meeting time can occur virtually.
- d) **Online Live:**
A course that utilizes web-conferencing technology alone to deliver the course during a set time. It replaces in-person instruction with synchronous web instruction.
- e) **Digital Twin:**
A course using videoconferencing technology to connect two or more classrooms to deliver college course content to students both in-person and at a distance.

2. STEPS IN THE DEVELOPMENT OF ONLINE COURSES

- a) **Faculty submits Intent to Develop**
The first step in developing an online course is for a faculty member to submit an “Intent to Develop an Online Course.” Approval is needed from the department chair and dean where the course resides. If the faculty member is in a department different from where the course resides, the signatures of both department chairs and dean(s) are required. Once the necessary approvals are obtained, the development process with the Center for Teaching and Learning Excellence (CTLE) described in [§ III.A.1.a\)](#) above will begin.
- b) **Work for Hire Agreement**
As work begins on the online course, the faculty member must sign a “Work for Hire” agreement prepared by CTLE.
- c) **Course Shell Creation**
Course shells for credit courses will be created only for courses in the Southwest Banner course inventory.
- d) **Course Location**
All Distance Education courses must be housed in the institution-adopted learning management system. This does not eliminate the use of outside vendors/ providers, but any such vendor materials are to be used in conjunction with and delivered through the college’s learning management system.

B. Implementing and Delivering a Distance Education Course

1. ONLINE COURSE REVIEW

A new online course or significant revision of an existing online course will be reviewed before the delivery of instruction.

2. REQUESTS FOR NEW HYBRID MASTER COPIES

Approval from the Chair is required for new hybrid master copies (MC-H). The department chair is responsible for submitting the help desk ticket.

3. THIRD-PARTY AND PUBLISHER INTEGRATIONS WITH THE LMS

a) Requests to Implement New Integrations

Third-party and Publisher platform integration requires a series of steps to implement and test before being used in the college LMS. Digital Learning shall specify the necessary timelines to execute these requests. Digital Learning will provide an up-to-date list of all existing integrations on the Digital Learning SharePoint site.

Per TBR and Southwest Policies (2.05.00.00) for Distance Education: (June 21, 2019 rev.)

“Teaching and learning delivered online must be offered using the TBR-contracted learning management system (LMS). Courses offered through the LMS that contain publisher courseware or synchronous delivery methods must initiate through the LMS, i.e., students will access the publisher material by way of system integration with the LMS or by direct links from the LMS.”

b) Deadlines to Request New Integrations

Requests for integration should be submitted to Digital Learning through the college help desk system no later than the day textbook adoptions are due for the semester of planned implementation in live courses. Should the dates for textbook adoptions change, these guidelines will always default to the established date for textbook adoptions.

Deadline dates:

- Spring deadline is October 15th
- Summer deadline is March 15th
- Fall deadline is April 15th

New integration requests should include the following information in the help desk ticket:

- Product name
- Company/Publisher
- Publisher representative name, email, and contact phone number
- Publisher technical support number
- The course Master Copy that will receive the integration

c) **New Integration Testing**

New integrations will be implemented and tested in our Test environment for the LMS before being moved to the Production environment. The first semester of implementation in live classes should be a pilot in a limited number of sections to ensure the platform integration is working smoothly and error-free before full-scale implementation in all sections.

d) **Integration Responsibilities:**

- **Digital Learning** ensures the integration is set up and running correctly.
- **The Lead Faculty** making the platform adoption is responsible for communicating to all sectional faculty (full-time and adjunct) the availability of said integration and organizing training from the vendor to use the integration within the LMS environment.
- **Sectional faculty** are responsible for providing technical support information to students. The college help desk and the Digital Learning office do not have access to these systems and cannot provide support to students.

IV. PROCEDURE FOR NON-DEVELOPER REQUESTS OF MASTER COPY CONTENT OTHER THAN MC-OL

A. **The Non-Developer Faculty**

The Non-Developer faculty member must contact the Developer of the Master Copy to request permission to use the developer's content.

B. **Types of Access That Can Be Granted**

The developer will be able to grant access to one of the following:

- One-term use with limited rights. The faculty member does not have the right to create derivative work.
- Ongoing use to retain and modify (i.e., create a derivative work), which then becomes the Non-Developer faculty member's master copy.

C. **The Developer Submits The Request**

The Developer must submit a help desk ticket indicating approval as designated in section [§ IV.B.](#) above. They must also provide the CRN, and DEPT-NUM-SEC designator (e.g., ENGL-1010-101) for the course (or courses) into which the material will be cloned.

D. Other Reasons to Copy MC Content

For online courses developed under the work-for-hire contract, the college owns the content of said courses. Therefore, courses taught using any modality can use this content as seen fit by the department chair to ensure that course content is available each semester in sectional courses to guarantee student success and operational continuity.

- This action would be in extreme situations, i.e., last-minute course assignments, adjunct assignments, and transitions to fully online teaching due to issues like a pandemic.
- Full-time non-developer faculty should maintain their own non-asynchronous courses.

V. COMPENSATION, CLASS SIZE, AND OFFICE HOURS

A. Compensation

1. CONTRACT REQUIREMENT

To receive the compensation detailed below, the faculty member must sign a “Work for Hire Agreement” for each course he or she develops.

2. DEVELOPMENT FEE

Any full-time or adjunct faculty member of Southwest Tennessee Community College creating a Level 1 or Level 2 new online course as defined in section [§ III.A.1.a](#) above, will be compensated in the amount of \$2500. This is payable upon completion of the online course review process.

3. REDEVELOPMENT FEE

All full-time or adjunct faculty will be compensated in the amount of \$1920. This is payable upon completion of the online course review process.

The college will, as a rule, pay for the creation and/or conversion of one master copy for an online course.

B. Distance Education Class Sizes

Online courses will generally be capped at 25 during the first semester when a course is taught. Courses with intensive writing may be capped at 15.

After the first semester that the course is offered, the department chair will determine the cap.

C. Office Hours

Due to the nature of Distance Education courses, full-time faculty will be expected to be available to students at times not usually reserved for traditional office hours. Therefore, full-time faculty teaching Distance Education courses will require more flexibility in their office hours to meet the needs of students.

Full-time faculty teaching distance education courses will:

- Maintain virtual office hours and be digitally available for students.
- Be available online and by appointment.
- Abide by the college office hour guidelines pertaining to online teaching.

VI. COURSE OWNERSHIP

A. Online Course Ownership

Ownership of the online course(s) remains with the faculty member who developed the course if the college provides no compensation as described above or the faculty member chooses not to receive the compensation.

TBR Policy 5.01.06.00 – Intellectual Property (June 21, 2019 rev.)

Under Procedures, section I. Ownership of Copyrightable Materials:

A. General Policy

1. TBR Policy 5.01.06.00 on Patents and Copyright provides the overall guidance for ownership of copyrightable materials. The institution has an interest in the copyrightable materials if:
 - a. The institution sponsors the project; or
 - b. There is significant use of the institution's facilities, services, or equipment in the creation of the work; or
 - c. The project is sponsored through the institution by agencies or persons outside the institution. (The contract terms of externally sponsored projects will control ownership of work done pursuant to the contract or grant.)
2. Policy 5.01.06.00 gives ownership to faculty of their "scholarly and creative works."
 - a. Under this Policy, a faculty member or other institutional employee also retains title to the copyrightable work if the work was developed solely through individual work on personal time.
3. Policy 5.01.06.00 defines "significant use" of institutional resources as cost to the institution in the amount of \$1,000 or more.
 - a. Use of office computer equipment alone is not considered a significant use of TBR resources.
 - b. This procedure provides more specific guidance about copyright ownership in the context of distance education.

E. Scope of Employment

3. Materials created by faculty members for use in distance education will be solely owned by the institution where:
 - a. The faculty is required to create the materials for a specific class or department by written institution or department policy (e.g., common core course requirement);
 - b. The faculty member is given release time to create the materials; or
 - c. The faculty member is employed and compensated to create specific intellectual property/online education materials.
4. TNeCampus courses that were developed/paid for by TBR may continue to be used and may be modified by TBR/TNeCampus if/when the developer is no longer under the employ of TBR.
5. In all cases, the institution and the faculty member should sign a "Work for Hire Acknowledgment Form"

VII. COMPENSATION

If the college provides compensation, as defined in section [§ IV.A.](#) above, to a faculty member for creating or revising an online course(s), a “Work for Hire Agreement” between the faculty member and the college must be entered into, which designates ownership of the course materials to the college. This will ensure continuity in the online program, which is not dependent on individual faculty participation in the program.

VIII. FIRST RIGHT OF REFUSAL

A. First-Right Courses

After the first semester an online course is taught, the faculty member who creates an online course which has become the property of Southwest shall have first right of refusal to teach the first two sections of the course that makes each semester. First-right courses should be the first courses assigned to a faculty developer’s base course load unless it conflicts with other College policies. This right is dependent upon several factors, including the following:

- Satisfactory performance in the online environment.
- Satisfactory results from the course review process.

B. Bypassing First-Rights

First rights may be bypassed only after all other means to staff a full-time faculty member’s base course load have been exhausted. For example,

- Non-developer faculty should be assigned courses they are credentialed to teach, even if it is not their first choice.
- Seniority, modality, location, and time/day preferences for the non-developer should not be considered sufficient reasons to bypass first rights.
- Overload assignments cannot be used to bypass first rights.
- These guidelines apply to summer teaching assignments while adhering to TBR policies.

IX. REVISION RIGHTS

(Paragraph taken from TBR Work for Hire document)

“The Author shall retain the right to revise the Work [at one year intervals] during the term of this agreement in accordance with academic standards. The Author further agrees to revise the Work within one year upon the receipt of a written request from the University. The provisions of this agreement shall apply to each revision of the Work by the Author as though that revision were the Work being published for the first time under this agreement. In the event that the Author is unable or unwilling to provide a revision within one year after the University has requested it, or should the Author be deceased, the University may have the revision made and charge the cost against sums due the Author under Section 5 above, if any, and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.”

X. PROCTORED TESTS

A. Testing

The preferred testing situation for all Distance Education courses is testing sessions proctored by the faculty member of the course. This is the person who is best suited to answer questions about the test. However, since students often register for these courses due to time and distance constraints, this ideal situation is not always possible. Therefore, the following is recommended:

- Faculty should provide at least two different testing sessions for students, preferably in the evening and on weekends, but in all cases, at two times that best suit the needs of the majority of the class.
- Faculty should make arrangements for students who cannot attend the two major sessions in the following ways:
 - Set up alternate individual times for students in their offices
 - Use the alternate proctoring process in which students locate their own proctor, whom the faculty member must approve.

XI. FACULTY AND PROGRAM EVALUATION

A. Course Evaluation by Students

Students will use the college's current evaluation instrument to evaluate distance education courses.

B. Course/Faculty Evaluation by Chairs

Department chairs will have access to the master copies of courses and to all sections of online and hybrid courses to review faculty use of best practices and engagement.

C. Program Evaluation

Distance Education courses are evaluated in several ways.

The department chair and dean of the division are responsible for reviewing the following for each distance education course in their area of responsibility:

- student evaluations,
- completion rates,
- enrollment trends,
- retention rates,
- feedback from support services such as the library, tutoring centers, counseling, advising, and enrollment management may be included in the process.

D. Digital Learning Services Evaluation

The services of Digital Learning are evaluated in several ways.

1. SURVEY OF STUDENTS

Each year, a survey is conducted online for Distance Education students to use in evaluating the services they receive, including the Help Desk, the Virtual Library, the Distance Education Web Site, and the staff.

2. ANALYSIS OF HELP DESK REQUESTS

Help Desk requests are analyzed for feedback to use in improving the area.

3. SURVEY OF STUDENT WHO WITHDREW

Each year students who withdrew from Distance Education courses are sent a survey in an effort to analyze and focus our retention efforts.

XII. EXHIBITS

The following Exhibits are documents related to the procedures outlined in these DE Guidelines.

Readers should note the inclusion of these exhibits is for reference only. As with the DE Guidelines, the exhibits are under constant review and revision and may have changed since the publication of the DE Guidelines. For all exhibits related to course development, the Center for Teaching and Learning Excellence (CTLE) is the official keeper of records and will have the most current versions of exhibits related to the course development process.

Table of Exhibits

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I. INTENT TO DEVELOP FORM

This is a digital application form. The screenshots here represent, as best as possible, the requested information for the form. Like the Distance Education Guidelines, the forms and documents related to the course development process will change over time. To ensure that you have the most current version , please contact the Center for Teaching & Learning Excellence.

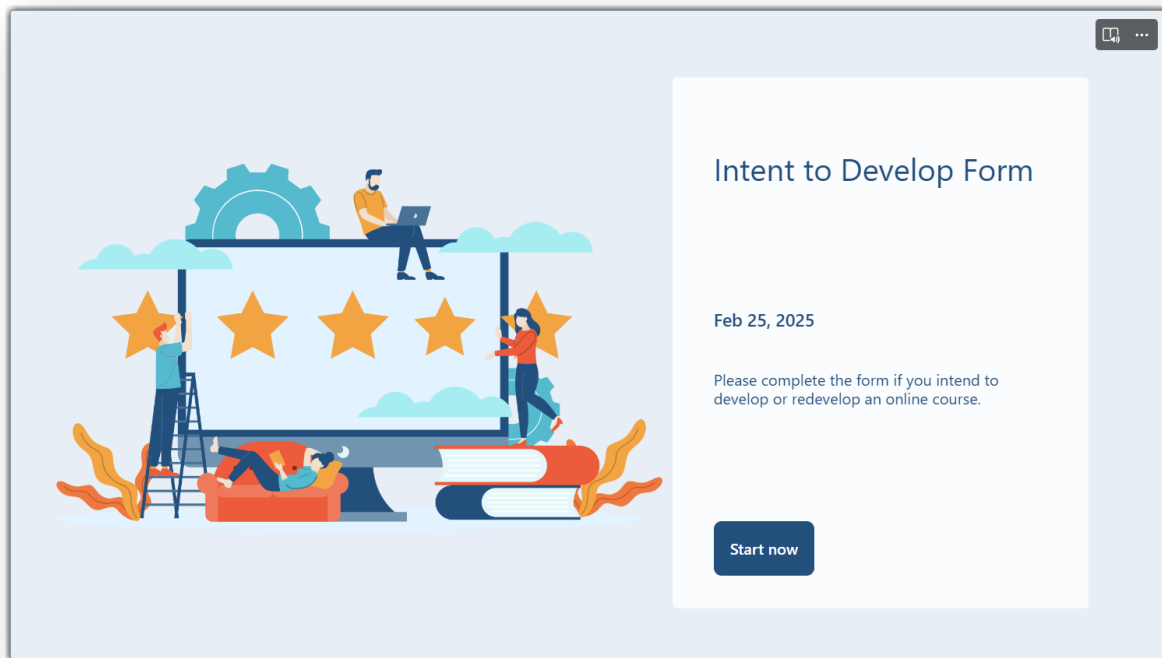


FIGURE 1A: INTENT TO DEVELOP FORM START PAGE

**Continued on the next page.*

Intent to Develop Form



Hi, Todd. When you submit this form, the owner will see your name and email address.

1. Name 

Enter your answer

2. Department 

Enter your answer

3. Please submit the course name and rubric number (e.g. Introduction to Philosophy, PHIL-1030). 

Enter your answer

4. Has your department chair or division dean approved the development or redevelopment of this course? 

☐ Yes

☐ No

5. Will this be a new course or a redesign of an existing one? 

☐ New course

☐ Redevelopment of an existing course

6. Will this course serve as a replacement for another course in a program? 

☐ Yes

☐ No

7. If this is a redevelopment of an existing course, when was the course last developed or redeveloped? 

Enter your answer

FIGURE 1B: INTENT TO DEVELOP FORM QUESTIONS 1- 7

**Continued on the next page.*

8. If this course is a redevelopment of an existing course and based on the enrollment numbers of the past six semesters, what is the estimated number of students expected to enroll per semester? Give a range or approximate estimate. 

Enter your answer

9. How frequently is this course offered? 

Enter your answer

10. Have you previously developed an online course? 

☐ Yes, I have completed development of an online course at Southwest.

☐ Yes, I have completed development of an online course, but not at Southwest.

☐ Yes, but I did not complete the course development.

☐ No, I have never developed an online course.

11. Have you taken ACUE's course titled "Designing Learner Centered Courses"? 

☐ Yes

☐ No

12. Have you completed Southwest's Online Teaching Certification (OTC)? If so, when? 

Enter your answer

13. Have you taught an online course? 

☐ Yes, I have taught online courses regularly at Southwest.

☐ Yes, I have taught online courses, but NOT regularly at Southwest.

☐ Yes, I have taught online courses, but not at Southwest.

☐ No, I regularly teach in-person classes.

14. What is the course launch date? 

Please input date (M/d/yyyy) 

FIGURE 1C: INTENT TO DEVELOP FORM QUESTIONS 8-14

**Continued on the next page.*

15. What are the SLOs for this course? List the course learning outcomes you expect your students to achieve from taking this course. 

Enter your answer

16. Who will be your Subject Matter Expert (SME) for this course development?

A SME is a colleague who has extensive knowledge and expertise in a specific content area or field of study. The SME will provide a review of the course being developed to ensure the course is accurate, up-to-date, and aligns with industry standards or academic requirements.

Please provide your SME's name, title, and email address. 

Enter your answer

17. Will you integrate 3rd party content into the course? If so, please provide name of 3rd party platform. Please indicate what supports you will need to make this integration. 

Enter your answer

18. What type of training or support do you anticipate needing for developing this course? 

☐ Instructional design support

☐ Technology training (use of PAWS or other ed tech tools required for the course)

☐ Accessibility support

☐ Other

19. Is there anything else you would like us to know about your request for a course development? 

Enter your answer

Submit

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FIGURE 1D: INTENT TO DEVELOP FORM QUESTIONS 15-19

II. WORK FOR HIRE AGREEMENT

WORK MADE FOR HIRE AGREEMENT GUIDELINE

This Agreement made the date, by and between Course Developer ("Author," and if there is more than one author, then all of them collectively) and Southwest Tennessee Community College ("College") for development of Course Name and Course Code (the "Work")

THE AUTHOR AND THE COLLEGE AGREE THAT:

1. Title and Copyright Assignment

Author and College intend this to be a contract for services and each considers the products and results of the services to be rendered by Author hereunder (the "Work") to be a work made for hire. Author acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of College.

If for any reason the Work would not be considered a work made for hire under applicable law, Author does hereby sell, assign, and transfer to College, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

If the Work is one to which the provisions of 17 U.S.C. 106A apply, the Author hereby waives and appoints College to assert on the Author's behalf the Author's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions or the Work, in any medium, for College purposes.

Author agrees to execute all papers and to perform such other proper acts as College may deem necessary to secure for College or its designee the rights herein assigned.

2. Delivery of the Work

(a) The Author will deliver to the College on or before (due date) the completed Work (with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the Work) in form and content satisfactory to the College.

(b) If the Author fails to deliver the Work on time, the College will have the right to terminate this agreement and to recover from the Author any sums advanced in connection with the Work. Upon such termination, the Author may not have the Work published elsewhere until such advances have been repaid.

3. Quoted Material

With the exception of short excerpts from others' works, which constitute fair use, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. The Author will obtain such consents at his or her own expense after consultation with the College and will file them with the College at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Author.

4. Author's Warranty

The Author warrants that he or she is the sole owner of the Work and has full power and authority to make this agreement; that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The Author will defend, indemnify, and hold harmless the College and/or its licensees against all claims, suits, costs, damages, and expenses that the College and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the College may withhold any sums due the Author under this agreement.

5. Consideration

In consideration for delivery of the Work in accordance with the provisions of this Agreement, College shall pay (each) Author a maximum of \$xxxx as determined by final assessment of work and allotment from Southwest.

6. Revisions

The Author shall retain the right to revise the Work at one year intervals during the term of this agreement in accordance with academic standards. The Author further agrees to revise the Work within one year upon the receipt of a written request from the College. The provisions of this agreement shall apply to each revision of the Work by the Author as though that revision were the Work being published for the first time under this agreement. In the event that the Author is unable or unwilling to provide a revision within one year after the College has requested it, or should the Author be deceased, the College may have the revision made and charge the cost against sums due the Author under Section 5 above, if any, and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.

7. Term and Termination

(a) This agreement shall remain in effect for three (3) years unless terminated earlier in accordance with this Section 7.

(b) In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this agreement shall terminate upon expiration of the sixty (60) day period.

(c) Upon the expiration of the term of this agreement, the parties may agree to renew this agreement for an additional three (3) year term, upon the same terms and conditions as set forth herein.

8. Options/Contracts Third Parties

Nothing contained in Section 7 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of the College in the income resulting from such agreements.

9. Amendments

The written provisions contained in this agreement constitute the sole and entire agreement made between the Author and the College concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

10. Construction, Binding Effect, and Assignment

This agreement shall be construed and interpreted according to the laws of the State of Tennessee and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author and to the College shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

Faculty Author:

Faculty Author:

Address:

Address:

Vice President of Academic Affairs
Southwest Tennessee Community College

III. COURSE DESIGN PROCESS OVERVIEW

The Online Course Development Process is one that is constantly under review for improvement. The process is defined by the Center for Teaching & Learning Excellence; therefore, it is not outlined in detail in the Distance Education Guidelines. Faculty interested in developing online courses should reference the CTLE SharePoint site.

[CTLE - Online Course Development Overview \(opens new window\)](#)