

Appendix A

Distance Education at Ferris State University – Strategic Plan Task Force March 2003

Rationale

As part of the 2004-06 Planning Process, the Division of Academic Affairs proposed the development of a strategic plan for distance education at Ferris State University. The development of such a strategic plan is in direct support of the University's Strategic Direction Four: employing advanced technology to strategically extend the University's position as a national leader in providing career-oriented academic curricula. Perhaps even more importantly, the development of such a strategic plan is also integrally related to Strategic Direction 1: developing and implementing enrollment growth and coordinating program planning, scheduling and delivery for all FSU delivery sites and for online course/program delivery. Given the budgetary uncertainties of the State of Michigan and the significant commitment of organizational resources and energy needed to provide quality programming, it is more imperative than ever that the University determine the nature and level of its commitment to distance education for the foreseeable future. Although all modes of distance education are within the province of this task force to consider, particular attention should be given to mixed delivery and wholly online delivery of courses and programs.

Charge

The task force is charged with the following responsibilities:

First,

- To review current practices and procedures related to distance education at Ferris State University
- To review national trends relating to the delivery of distance education, including relevant information on enrollment changes, student learning outcomes, and cost/benefit analyses
- To review the characteristics of successful distance delivery systems (best practices)
- To review current distance learning opportunities available to Ferris students from other higher education institutions and how this might impact Ferris offerings

Then,

- To recommend appropriate definitions of the different modes of distance learning delivery
- To recommend a set of criteria by which courses and programs will be considered for distance delivery at Ferris State University
- To recommend a process by which courses and programs will be approved for distance delivery at Ferris State University
- To recommend appropriate policies regarding course development and faculty workload connected with distance learning
- To recommend strategies and policies for adequately preparing students, faculty, and staff for distance learning opportunities

- To recommend means by which the University can ensure that distance education students have a quality experience

All of the deliberative tasks outlined above should be predicated upon two assumptions:

1. For fiscal reasons, the University cannot afford to encourage distance delivery of all courses and programs.
2. For pedagogical reasons, the University should not encourage distance delivery of all courses and programs.

Membership

To undertake this charge, the Vice President for Academic Affairs (VPAA) is appointing a task force comprised of three faculty recommended by the Academic Senate Executive Board, two administrators from units on the Big Rapids campus, one representative from Ferris State University – Grand Rapids (FSU-GR), and one administrator from the VPAA’s office.

Caroline Stern – Faculty Member, College of Arts and Sciences

Susan Jones – Faculty Member, College of Business

Richard Harmsen – Faculty Member, College of Technology

Tracy Powers - FSU-GR

Jacqueline Hooper – Dean, College of Allied Health Sciences

Roberta Teahen – Dean, University Center for Extended Learning

Laurie Chesley – Assistant Vice President for Academic Affairs (chair)

The expertise of other parties, from within and/or without the University community, will be sought on an ad hoc basis as deemed necessary by the task force.

Timeline

The task force will begin its work no later than March 2003 and carry out its responsibilities according to the following timeline.

- Prepare a preliminary draft of recommendations to be reviewed by the Academic Senate at their August 2003 Retreat
- Provide opportunities for the University community to offer input/feedback on the preliminary draft of recommendations during Fall Semester 2003
- Deliver a set of final recommendations to the VPAA by December 1, 2003

Appendix B

Distance Education Task Force Membership History

Initial Appointments

Caroline Stern – Faculty Member, College of Arts and Sciences

*Susan Jones – Faculty Member, College of Business

*Richard Harmsen – Faculty Member, College of Technology

Tracy Powers - FSU-GR

Jacqueline Hooper – Dean, College of Allied Health Sciences

Roberta Teahen – Dean, University Center for Extended Learning

Laurie Chesley – Assistant Vice President for Academic Affairs (chair)

*Professor Jones declined participation in the Task Force due to scheduling conflicts.

*Professor Harmsen declined participation in the Task Force due to time constraints.

At the recommendation of the Academic Senate E-Board, Professor Rick Griffin (College of Arts and Sciences) replaced Professor Jones.

After the Senate E-Board was unable to locate another faculty volunteer, Laurie Chesley invited Professor Brenda Brown (College of Allied Health Sciences) to join the Task Force and she accepted.

Final Membership

Caroline Stern – Faculty Member, College of Arts and Sciences

Rick Griffin – Faculty Member, College of Arts and Sciences

Brenda Brown – Faculty Member, College of Allied Health Sciences

Tracy Powers - FSU-GR

Jacqueline Hooper – Dean, College of Allied Health Sciences

Roberta Teahen – Dean, University Center for Extended Learning

Laurie Chesley – Assistant Vice President for Academic Affairs (chair)

Appendix C

Distance Education Survey of Deans' Council

To: All Deans

From: Strategic Plan for Distance Education Task Force – Laurie Chesley, Jacque Hooper, Robbie Teahen, Tracy Powers, Rick Griffin, and Caroline Stern

Date: Tuesday, June 24, 2003

Re: Task Force Update and Questions Regarding Current E-Learning Practice and Future E-Learning Plans in the Colleges

The Strategic Plan for Distance Education Task Force has been at work researching the following information and identifying the most salient points we have discovered:

- Current practices and procedures related to distance education at Ferris
- National trends regarding distance education in the following areas: enrollment, student learning outcomes, and cost/benefit analyses
- Characteristics of successful distance delivery systems – best practices
- Current distance education opportunities available to Ferris students from other higher education institutions that might impact Ferris offerings

Now we would like to gather some additional information from you. In particular, we would find it helpful in formulating our recommendations to know the following:

- What web-based courses (100% online) are offered in your colleges? Please list.
- What mixed delivery courses (50% or more of class online) courses are offered in your colleges? Please list.
- What web-enhanced courses (less than 50%) are offered in your colleges? Please list.
- Do these terms and their definitions (web-based, mixed delivery, and web-enhanced) seem to be adequate to describe the web instructional presence your instructors have?
- What courses and programs in each of these categories are currently in development?
- What courses and programs in each of these categories are planned for future development?
- What processes, if any, are in place in your college to track courses that use the web?
- What infrastructure, if any, do you have to plan and support the development of courses that use the web?
- How many courses and instructors in your college use some web platform other than WebCT? What is the stated reason for doing so?
- Is there any other information that you would like to share with us?

Please provide your feedback to Laurie Chesley by **Friday, July 11**. Thank you.

Appendix D

COURSE DEVELOPMENT AGREEMENT

This Course Development Agreement (“CDA”) is made and freely and voluntarily entered into this ___ day of _____, 20___ by and between Ferris State University (hereinafter referred to as “FSU”) and _____, whose address is _____ (hereinafter referred to as “the Course Developer”).

BACKGROUND

- A. FSU agrees to have created the approved distance learning course _____ (course title and number) which will be included in the curriculum at FSU, pursuant to the responsibilities contained in Attachment C-1 (Course Developer Responsibilities);
- B. The Course Developer agrees to create for FSU the approved distance learning course (“the approved distance learning course”) in exchange for the compensation described herein;
- C. FSU and the Course Developer recognize the mutual benefits to be derived from creation of the approved distance learning course and the necessity for faithful performance of the terms and conditions of this CDA;

NOW THEREFORE, the parties hereby mutually agree as follows:

- 1. The Course Developer will create, for approval, the distance learning course in accordance with the FSU requirements for distance learning courses. A set of suggested guidelines for tasks to be performed by the Course Developer are set forth in Attachment C-2 (Suggested Online Course Development Guidelines - filling out this chart is optional).
- 2. As used in this CDA, the term “approved distance learning course” includes, without limitation, all materials submitted to FSU in accordance with this CDA, including but not limited to videotapes, audio tapes, text, graphics, study guides, syllabi, tests, study aids of any type, written protocols, outlines, drafts, articles or other literary work in any format, including paper, electronic, computer-readable, machine-readable, CD-Rom, sound or video recording.
- 3. In consideration for the services to be provided by the Course Developer under this CDA, the Course Developer shall receive either a stipend or release time. The Course Developer and his/her department head and/or dean shall discuss and come to mutual agreement as to what form of compensation—stipend or release time—will be made. If a stipend, the Course Developer shall be paid \$1,500.00 per credit hour for ____ (____) credit hour(s) upon the completion of the development of the approved distance learning course and execution of the Distance Learning Course Completion Checklist and Course Payment Authorization Form in Attachment C-3. If release time, the Course Developer shall receive release

time for ____ (____) credit hour(s) of teaching during the _____ Semester of _____ (year) for the completion of the approved distance learning course and execution of the Distance Learning Course Completion Checklist and Course Payment Authorization Form (Attachment C-3). Whether stipend or release time compensation is made, the Course Developer shall also receive any royalties earned under the Royalty Rights for Distance Learning Instructional Materials provision of the Intellectual Property Rights and Electronic Distance Learning Materials policy (see Appendix B of the 2002-2006 Collective Bargaining Agreement between the Ferris State University Board of Trustees and the Ferris Faculty Association/MEA/NEA) incorporated herein by reference. This compensation—stipend or release time—shall be treated as regular compensation and as such shall be subject to all standard benefits, taxes, and withholdings.

4. The Course Developer warrants that all of his/her work associated with the creation, preparation, construction or development of the approved distance learning course will be in accordance with the provisions of the 2002-2006 Collective Bargaining Agreement between the Ferris State University Board of Trustees and the Ferris Faculty Association/MEA/NEA including Appendix B, the Intellectual Property Rights and Electronic Distance Learning Materials Agreement.
5. The Course Developer will work with _____ (dean) of _____ (college) and/or the dean of the University Center for Extended Learning or his/her designee, and/or the dean of the College of Professional and Technical Studies at Ferris State University-Grand Rapids or his/her designee [and, if necessary, the vice president for Academic Affairs (“VPAA”)] to develop the distance learning course.
6. If the completed version of the distance learning course is not accepted by _____ (dean) of _____ (college) or the dean of the University Center for Extended Learning or the dean of the College of Professional and Technological Studies at Ferris State University-Grand Rapids, as set forth in Paragraph 5 above and Attachment C-3 (Distance Learning Course Completion Checklist and Course Payment Authorization), the Course Developer will make reasonable efforts and allocate a reasonable amount of time to resolve any outstanding issues or concerns. The VPAA will attempt to resolve any disputes that cannot be resolved by mutual agreement between the deans and the Course Developer. If compensation takes the form of a stipend, after the completed course is accepted, the dean of _____ (college) or the dean of the University Center for Extended Learning or the dean of the College of Professional and Technical Studies at Ferris State University-Grand Rapids will process the Distance Learning Course Completion Checklist and Course Payment Authorization Form (Attachment C-3) for payment of stipend. If compensation takes the form of release time, after the completed course is accepted, the dean of _____ (college) or the dean of the

University Center for Extended Learning or the dean of the College of Professional and Technological Studies at Ferris State University-Grand Rapids will process the Distance Learning Course Completion Checklist and Course Payment Authorization Form (Attachment C-3) to acknowledge that release time obligations have been met.

7. Upon request, before the distance learning courses are accepted as set forth above, the Course Developer agrees to make reasonable changes related to the Course Developer Responsibilities listed on Attachment C-1 and allocate a reasonable amount of time in the making of the same to the distance learning courses as deemed necessary by the _____ (dean) of _____ (college). The Course Developer shall make any such changes within a mutually agreed upon timeline.
8. The Course Developer's signature on the Distance Learning Course Completion Checklist and Course Payment Authorization Form (Attachment C-3) also constitutes his/her agreement to grant, assign, transfer and relinquish to FSU all present, future or potential rights, including patent rights, copyrights or other intellectual property rights, in the approved distance learning course, including the right to modify, rearrange or create derivative works. Notwithstanding the terms and conditions of the preceding sentence, FSU agrees and acknowledges that all works created by the Course Developer, and owned exclusively by the Course Developer, prior to the creation of the approved distance learning course that is the subject matter of this CDA, including but not limited to, those works or items specifically listed in Attachment C-4 (List of Works Created and Owned Exclusively by Course Developer Prior to Creation of Distance Learning Course) and attached and made a part of this CDA (to be delivered before the course development work begins), and that is incorporated in the Course, is and shall remain the intellectual property of the Course Developer. Course Developer grants an irrevocable nonexclusive license to FSU to use these materials as incorporated in the Course or subsequent versions of the Course or in derivative works. FSU further agrees that, provided Course Developer has used his or her best efforts to comply with the material terms and conditions of this CDA, and while an employee at FSU, Course Developer shall have the right to elect to make any and all modifications, rearrangements, updates and/or create any and all derivative works of the approved distance learning course. As a result of FSU's ownership of the approved distance learning course, it shall have the exclusive right to reproduce, sell, market, lease, license, commercially exploit, publish, and distribute the approved distance learning course; provided, nothing contained in this sentence shall prohibit or bar the Course Developer from retaining or making copies, royalty free, of the approved distance learning course for use in connection with his or her FSU teaching, scholarship and research, creating compilations or other composite works and as a part of or use in the Course Developer's personal or professional portfolio or for job, tenure, or graduate school interviews or consulting profession upon receiving the prior written consent of FSU, such consent

shall not be unreasonably withheld. The Course Developer will cooperate fully with and assist FSU, at FSU's expense, in obtaining patent protection, copyright protection, or any other intellectual property protection for the approved distance learning courses that FSU may desire. Nothing contained herein grants such license to any other person or entity or grants the Course Developer any right to convey or grant to any third party any rights whatsoever in the approved distance learning course or employ or permit any third party to teach the approved distance learning course in any educational setting. The obligations, representations, warranties, confirmations and acknowledgements of the parties set forth in this paragraph shall continue, survive and shall remain in full force and effect after termination or expiration of this CDA or the termination of the Course Developer's employment relationship with FSU, if applicable, and shall be binding upon and inure to the benefit of the parties and their administrators, heirs, successors and assigns. Notwithstanding the foregoing, the Course Developer's right to receive compensation or royalties under this CDA, right to revise or update, and right to teach the course shall terminate with the termination of his/her employment with FSU.

9. The approved distance learning course contains trade secrets, confidential information and proprietary information. It is the express intention of the parties hereto that FSU shall remain the sole owner of all proprietary information which is in any way related to the approved course, which information, as a matter of necessity is known or may be disclosed, in whole or in part, to the Course Developer in the development of the approved course. Title to all proprietary information and to the approved course, whether in the form of documents, data, software programs or otherwise, shall at all times belong to FSU. The approved course shall not be used or divulged to others by the Course Developer without FSU's prior, written consent. Any such proprietary information shall remain with and be returned to FSU. Notwithstanding the terms and conditions of the preceding sentence, FSU agrees and acknowledges that all works or proprietary information created by the Course Developer prior to the creation of the approved distance learning course that is the subject matter of this CDA, and owned exclusively by the Course Developer, including but not limited to, those works or items specifically listed in Attachment C-4 (List of Works Created and Owned Exclusively by Course Developer Prior to Creation of Distance Learning Course), attached and made a part of this CDA (to be delivered before the course development work begins) is and shall remain the sole property of the Course Developer; and the parties further agree that nothing contained in this sentence shall prohibit or bar the Course Developer from retaining or making copies, royalty free, of the proprietary information owned by FSU for use in connection with his or her FSU teaching, scholarship and research, creating compilations or other composite works and as a part or use in the Course Developer's personal or professional portfolio or for job, tenure, or graduate school interviews or

consulting profession, upon receiving the prior written consent of FSU, such consent shall not be unreasonably withheld.

10. Based on information and belief after exercising reasonable due diligence, to Course Developer's knowledge, the Course Developer represents and warrants that s/he has full power to enter into this CDA; that the materials s/he will provide do not violate any rights, are not defamatory, libelous, or obscene; and do not infringe upon any statutory or common law copyright. Nothing contained in this paragraph shall prohibit or bar the Course Developer from making a claim under the Legal Representation and Indemnification policy contained in Business Policy Letter 99:10 (Attachment C-5).
11. If Course Developer is a teaching faculty member at FSU, the Course Developer hereby acknowledges the approved distance learning course developed pursuant to this CDA is developed and created pursuant to the Course Developer's employment with FSU and not on an independent contractor basis. The Course Developer however acknowledges that the approved distance learning course is being created pursuant to the specific request, order and commission of FSU. The parties hereto expressly agree that the approved distance learning course shall be considered a work made for hire, owned solely by FSU, except to the extent ownership shall remain or vest in the Course Developer as set forth in paragraphs 8 and 9 above.
12. The Course Developer acknowledges that the restrictions contained herein are reasonable and necessary and that any violation of these restrictions would cause substantial injury to FSU. In the event of any material violation of this agreement by either party, FSU and the Course Developer shall retain the right to seek money damages, preliminary and permanent injunctive relief, and/or any other remedies at law.
13. FSU and the Course Developer release and discharge the Ferris Faculty Association from any and all known claims, demands, actions, causes of action, damages, obligations, agreements and/or losses of every kind and description whether in law, in equity, or otherwise, which it may have ever had or have upon the execution of this Agreement, against the Ferris Faculty Association arising out of this Agreement.
14. This CDA and the Intellectual Property Rights and Electronic Distance Learning Materials (Appendix B of the 2002-2006 Collective Bargaining Agreement between the Ferris State University Board of Trustees and the Ferris Faculty Association/MEA/NEA) herein incorporated constitute the entire agreement between the parties hereto concerning the subject matter hereof. It may not be changed orally, but only by an agreement in writing, signed by the parties against whom enforcement of any waiver, change, modification, extension or discharge is sought.
15. The invalidity or unenforceability of any particular provision of this CDA or the related attachments shall not affect its other provisions, and this CDA shall be construed in all respects as if such invalid or unenforceable provision were omitted.

16. This CDA may be executed in one or more counterparts, but in such event, each counterpart shall constitute an original, and all such counterparts shall constitute one CDA.
17. This CDA shall be construed and performance hereunder shall be governed by and controlled by the 2002-06 Collective Bargaining Agreement between the Board of Trustees of Ferris State University and the Ferris Faculty Association/MEA/NEA including Appendix B, the Intellectual Property Rights and Electronic Distance Learning Materials Agreement, the laws of the State of Michigan, with the exception of the provisions dealing with patent and copyright protection, which shall be governed by federal law.
18. The waiver by either party of a breach of any portion of this CDA by the other party shall not operate or be construed as a waiver of any subsequent breach.
19. Any controversy or claim arising out of, or related to this CDA, or the interpretation or breach thereof, shall be settled by binding arbitration as set forth in Section 9.3 – Step 5 – Arbitration of the 2002-06 Collective Bargaining Agreement between the Board of Trustees of Ferris State University and the Ferris Faculty Association.
20. The Course Developer shall have full control of the substantive and intellectual content of the approved distance learning course, both at the time of its production and any time during the use by FSU subject to the oversight consistent with normal FSU curricular processes. Notwithstanding the foregoing, others using the materials to teach the approved distance learning course shall have the right to exercise their own academic freedom in delivering the approved distance learning course while adhering to the approved course standards, if any, of the academic college in which the course originates.
21. Supplemental Updates. Subject to the terms and conditions of this CDA as set forth above, the Course Developer may at his/her discretion produce any revised or supplemental materials or reflect developments or insights that come to the Course Developer's attention following completion of the approved distance learning course.
22. Procedures for Updates. In the event the Course Developer becomes aware of the need or desire to produce a supplemental update to the approved distance learning course, the Course Developer shall notify, in writing, the department head/dean that offers the course of such a need. Upon delivery of the written notice, the Course Developer shall thereby have the authority to create the supplemental materials as soon as practically possible but in any event no later than the period of forty-five (45) calendar days after delivery of the written notice. If the department head/dean recognizes the need to prepare such a supplemental update, the department head/dean may deliver a written notice to the Course Developer, which shall also authorize the Course Developer to make such updates as soon as practically possible but no later than the subsequent forty-five (45) calendar days.

23. Pending Updates. Before updates or supplemental materials are ready for distribution with the approved distance learning course, FSU and the Course Developer or others using the materials shall use their best efforts to coordinate with the Course Developer regarding the continued use of portions of the approved distance learning course that may not reflect current or the most accurate information. Absent agreement between FSU and the Course Developer, FSU shall use its best efforts to inform users of the approved distance learning course about the availability of current or more accurate information.
24. The Course Developer shall receive full credit as the named author or principal developer of all copies of the approved distance learning course prepared by or authorized by FSU. The Course Developer shall have the right to remove the Course Developer's name from any copies of approved distance learning course made or authorized by FSU upon written notice of the same to FSU.
25. Right to Teach. Provided that the Course Developer has complied with the materials terms and conditions of this CDA, the Course Developer who has created the approved distance learning course shall have the first option to teach the course for which the approved distance learning course shall be used. This option shall be exercised within a reasonable manner and period of time. Notwithstanding the foregoing option, FSU shall have the right to reasonably distribute its courseload among the faculty available to teach its courses in a manner consistent with the Collective Bargaining Agreement.
26. All notices and other required communications must be in writing and will be deemed to have been duly received: (a) five (5) business days after the date of mailing if sent by registered or certified U.S. Mail, postage prepaid, with return receipt requested to the address specified below; or (b) when delivered if delivered personally or sent by a commercial courier service. Notices must be sent to the party at the address shown below or to such other place as the party may subsequently designate for receipt of notices.

If to FSU, to:

Vice President for Academic Affairs
Ferris State University
1201 S. State St., CSS 310
Big Rapids, MI 49307

If to Course Developer, to:

27. Neither this CDA nor performance hereunder can be assigned without FSU's prior, written consent and, upon any such assignment, this CDA shall be binding upon all successors and assigns hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this CDA to be executed under their hands and seals this _____ day of _____, 20____.

COURSE DEVELOPER

FERRIS STATE UNIVERSITY

By: _____ By: _____

Its: Vice President for Academic Affairs
or his/her designee

Copies of signed contract sent to:

Dean of the College of _____

Dean of the University Center for Extended Learning or Dean of the College of
Professional and Technological Studies

President of the Ferris Faculty Association

CDA Attachment 1 - Course Developer Responsibilities

- Provision of the following items in Word, FrontPage or PowerPoint format or another mutually agreeable format
 - a. Instructor profile – instructor photo is optional
 - b. Course Syllabus, including
 - Course description
 - Prerequisite skills or knowledge
 - Textbook and other instructional materials
 - Goals and learning outcomes
 - Course assignments and activities (general statement)
 - Face-to-face requirements (if any)
 - Grading scale – an explanation of the grading scale to be used for the overall course (for example, will there be a points system, will there be a letter grade system, if so will plus and minus variations be used, etc.)
 - Performance standards (student assessment or performance criteria) – an explanation of the criteria by which students will be graded for the overall course (for example, what are the characteristics/qualities/achievements of an A or outstanding student, or a good student, etc.)
 - Schedule of events (may be done by calendar dates or by week or by another format) – it is understood that, for pedagogical reasons or unforeseen circumstances, the instructor may need to change the schedule as the class progresses
 - Bibliography and web links
 - c. Course communication standards – an explanation of how and when the instructor intends to communicate with students in the class (for example, instructors should include their phone and fax numbers, email address, and standard mailing address, as well as the time the instructor anticipates it will typically take to respond to student inquiries and assignments)
 - d. Course assignments and activities
 - Directions
 - Assignments
 - Submission criteria
 - Evaluation criteria
 - Feedback
 - e. Course materials (graphics, notes, slides, reading materials, etc.) that will be used online or on a CD ROM
- Copyright clearances for the use of others' instructional materials and images in the online course. UCEL will assist the course developer in securing the copyright permissions.
- Participation in meetings
 1. Course development planning meeting (at which the suggested guidelines in Attachment C-2 may be used to develop a plan)
 2. Course development status meetings
 3. Course completion checklist and payment authorization sign-off meeting

CDA - ATTACHMENT 2

Suggested Online Course Development Guidelines – filling out this chart is optional

COURSE NUMBER AND TITLE: _____

Course Completion Date (developed and ready for online delivery): _____

Task_Name	Assigned To:	Target Date	Finish_Date
Welcome Statement			
Overall course goals			
Course description & organization			
Enter into WebCT			
2 Instructor's Information			
Instructor's Bio			
Instructor availability			
Instructor's philosophy on TL			
Enter into WebCT			
3 Syllabus			
Course Number			
Course Name			
Course Credit			
Required text			
*****Course Policies*****			
Academic Honesty			
Grading/Evaluation & Criteria			
Incompletes			
Assignments/late			
Discussion Questions/Answers			
Netiquette			
Tone			
Participation			
Weekly Summary			
Where to Go for Course Materials			
WebCT tool description & explanation			
4 Calendar of course			
Enter into WebCT			
5 Table of Contents			
Units			
Topics			
Organized by week			
Enter into WebCT			
6 Course Content			
7 Course Content Outline for weekly activities			

Week 1 - learning outcomes/content			
Week 1 – DQ			
Week 2 - learning outcomes/content			
Week 2 – DQ			
Week 3 - learning outcomes/content			
Week 3 – DQ			
Week 4 - learning outcomes/content			
Week 4 – DQ			
Week 5 - learning outcomes/content			
Week 5 – DQ			
Week 6 - learning outcomes/content			
Week 6 – DQ			
Week 7 - learning outcomes/content			
Week 7 – DQ			
Week 8 - learning outcomes/content			
Week 8 – DQ			
Week 9 - learning outcomes/content			
Week 9 – DQ			
Week 10 - learning outcomes/content			
Week 10 – DQ			
Week 11 - learning outcomes/content			
Week 11 – DQ			
Week 12 - learning outcomes/content			
Week 12 – DQ			
Week 13 - learning outcomes/content			
Week 13 – DQ			
Week 14- learning outcomes/content			
Week 14 – DQ			
Week 15 - learning outcomes/content			
Week 15 – DQ			
Link content			
8 Quizzes			
Enter and link in WebCT			
9 Exams			
Enter and link in WebCT			
10 Papers			
Enter and link in WebCT			
11 Assignments			
Course finished and on WebCT for delivery			

CDA - ATTACHMENT 3

Distance Learning Course Completion Checklist Course Payment Authorization

Date: _____ **Course # & Name:** _____

We, the undersigned, agree that the following items have been completed and verified and are included in the online course:

_____ **Instructor profile – instructor photo is optional**

_____ **Course Syllabus**

- Course description
- Prerequisite skills or knowledge for the course
- Textbooks and other instructional materials
- Goals and learning outcomes
- Course assignment and activities (general statement)
- Face-to-face requirements (if any)
- Grading scale
- Performance standards (student assessment or performance criteria)
- Schedule of events (may be done by calendar dates or by week or by another format) – it is understood that, for pedagogical reasons or unforeseen circumstances, the instructor may need to change the schedule as the class progresses
- Bibliography and Web Links

_____ **Course communication standards**

_____ **Course assignments and activities**

- Directions
- Assignments
- Submission criteria
- Evaluation criteria
- Feedback

_____ **Copyright clearances for the use of others' instructional materials and images in the online course. UCEL will assist the course developer in securing the copyright permissions.**

_____ **Copyright clearances**

_____ **Participation in meetings**

Check one:

Option A:

The contract for the development of this course has been fulfilled and is authorized for payment.

Option B:

The contract for the development of this course has been fulfilled and release time obligations have been met.

_____ Instructional Designer	_____ Date	_____ Dean, College of Extended Learning or Dean, College of Professional and Technological Studies	_____ Date
_____ Course Developer	_____ Date	_____ Dean, College of _____	_____ Date

CDA - ATTACHMENT 4

**List of Works Created and Owned Exclusively by Course Developer
Prior to Creation of Distance Learning Course**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.

Course Developer

Date

CDA - ATTACHMENT 5

FSU Business Policy Letter 99:10

Legal Representation and Indemnification

(Supersedes 89.11)

I. LEGAL REPRESENTATION

A. General Policy

Subject to the limitations, conditions and procedural requirements established elsewhere in this resolution, Ferris State University shall indemnify all of its officers and employees (including student employees and properly appointed volunteers) for the cost of legal representation made necessary or desirable by the existence of all of the following conditions:

1. The officer or employee has been made a party to, or is threatened to be made a party to a civil, criminal or administrative suit, proceeding, action, or investigation.
2. The suit, proceeding, action, or investigation related to conduct or inaction of the officer or employee which was within his/her scope of authority and course of employment, or, which the officer or employee reasonably believed to be within his/her scope of authority and course of employment.
3. The conduct or inaction at issue was the result of the officer or employee acting in good faith.

B. Limitations of Indemnification for Legal Representation

1. The University may, in its discretion, designate and engage an attorney on behalf of the officer or employee who is in need of legal representation. If the officer or employee declines such representation, the University shall have no obligation to indemnify the officer or employee for the cost of legal representation.
2. The officer or employee seeking indemnification for legal representation shall have a duty to cooperate fully with the counsel approved by or appointed by the University. If the officer or employee fails to cooperate with the counsel, legal representation may be withdrawn, and the University shall have no obligation to indemnify the officer or employee for the cost of legal representation. In the event that legal representation is withdrawn, the Board of Trustees will be provided with a summary of the reasons for such withdrawal at the next meeting of the Board of Trustees.
3. If at any time during the suit, proceeding, action or investigation, it is determined by the University that a) the officer or employee

does not satisfy the requirements for indemnification set forth in A.1, 2 and 3 above, or b) the employee did not comply with number III below, legal representation shall be withdrawn, and the University shall have no obligation to indemnify the officer or employee for the cost of legal representation.

4. The obligation to provide legal counsel or indemnification for legal representation shall not apply if the suit, proceeding, action or investigation is commenced by the Board of Trustees of Ferris State University.
5. The duty to provide legal counsel or indemnification for legal representation shall not apply if the officer or employee fails to seek prior approval of indemnification as specified below.
6. The conduct or inaction involved did not constitute an intentional violation of federal or State law.

C. Procedure for Requesting Indemnification and/or Legal Counsel

1. An officer or employee may request that counsel be provided or that indemnification for the cost of legal representation be approved by writing a letter to the University's General Counsel requesting such representation or provision of counsel. The letter shall outline the reason for the request, and shall have attached all legal documents which are relative to the request. This letter shall be delivered to the General Counsel immediately after an officer or employee becomes aware that he/she is a party to (or subject of) a suit, proceeding, action or investigation, or is threatened with such involvement. In no event shall this letter be delivered more than three (3) working days after the date when the officer or employee first became aware of his/her involvement in the suit, proceeding, action or investigation.
2. The General Counsel, in cooperation with the Risk Manager, may designate legal counsel to represent the officer or employee, pending approval by the Board of Trustees at its next regularly scheduled meeting. Such interim representation shall be approved unless the General Counsel determines that providing such representation would not be consistent with this policy.
3. The Board of Trustees will take formal action on all requests for indemnification, or for the provision of legal representation, at the next regularly scheduled meeting after the request is received. In addition, the Board will be provided with information regarding employees who were denied interim representation by the General Counsel.

II. INDEMNIFICATION FOR JUDGEMENTS, SETTLEMENTS, AND FINES

- A. If a judgment is entered against an officer or employee of the University; if a settlement is entered into by an officer or employee of the University; or if a fine is assessed against an officer or employee of the University, Ferris State University shall indemnify the officer or employee for the

amount of the judgment, settlement, or fine, if, and only if, all of the following conditions are satisfied.

1. Within ten (10) business days of the date when the officer or employee first became aware of his/her involvement in the suit, proceeding, action or investigation, he/she submitted a letter to the General Counsel summarizing his/her involvement and requesting legal counsel (or indemnification for legal representation).
2. Within five (5) business days of the date when the officer or employee first became aware that a judgment or fine had been entered against him/her, or, prior to entering into a settlement, the officer or employee sends written notice to the General Counsel, with all relevant legal documents, and requests indemnification for the judgment, fine, or proposed settlement.
3. The officer or employee has cooperated with his/her University approved or provided counsel at all times during the process.
4. The Board of Trustees determines that the conduct or inaction resulting in the judgment, fine or settlement occurred within the officers or employees course of employment and scope of authority, (or that the officer or employee reasonably believed his/her actions to be within the course of employment and scope of authority) and that the officer or employee acted in good faith. This determination shall be separate from and in good faith. This determination shall be separate from and in addition to the Board's initial determination for the purpose of providing counsel or approving indemnification for legal representation.
5. The suit, proceeding action or investigation was not commenced by the Board of Trustees or at the direction of the Board of Trustees.
6. The officers or employees conduct or inaction did not constitute an intentional violation of federal or State law.

III. COMMUNICATIONS

A University employee who receives any communication regarding a suit, proceeding, action or investigation involving his/her employment at the University, shall decline to respond to such communication unless authorized to respond by the University's General Counsel. All such communications, including requests for information, shall be immediately reported to the Office of the General Counsel.

Richard Duffett, Vice President
Administration and Finance
Contact: Office of the General Counsel