

E-LEARNING COURSE DEVELOPMENT AGREEMENT

THIS E-LEARNING COURSE DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA (“College”), with its principal place of business located at 1000 College Boulevard, Pensacola, Florida 32504, and _____ (“Course Developer”), whose principal address is _____.

WHEREAS, College is a public state college which provides postsecondary instruction to students; and

WHEREAS, College desires to develop an e-learning course for delivery of educational opportunities via the internet or other electronic medium; and

WHEREAS, Course Developer desires to develop the e-learning course for the College, **NOW THEREFORE**,

FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, College and Course Developer hereby agree as follows:

1. **Course.** Course Developer shall develop the following e-learning course (the “Course”) for the College:

Course No. _____ Course Name _____

A. Credit Hours: _____

2. **Format.** Course Developer shall develop the Course in the following format:

A. _____ **Distance Learning.** The Course Developer shall create a distance learning course capable of being fully delivered via the internet or other electronic medium to students in off-campus locations, and be designed in a manner that allows students to complete all Course requirements from such off-campus locations. Unless otherwise specified by the College, the Course must be developed for, and be deliverable through, the learning management system currently used by the College. The Course must fully comply with ADA guidelines. College shall pay the Course Developer compensation as set forth in Schedule A attached hereto and by reference made a part of this Agreement.

B. _____ **Hybrid.** The Course Developer shall create a hybrid course designed to be partially delivered through classroom attendance and partially delivered via the internet or other electronic medium to students in off-campus locations, and be designed in a manner that allows students to complete a portion of the Course requirements from such off-campus locations. Unless otherwise specified by the College, the online portion of the Course must be developed for, and be deliverable through, the learning management system currently used by the College. The Course must fully comply with ADA guidelines. College shall pay the Course Developer compensation as set forth in Schedule B attached hereto and by reference made a part of this Agreement.

C. _____ **Hybrid to Distance Learning Conversion.** The Course Developer shall use the content of an existing Hybrid Course to create a distance learning course capable of being fully

delivered via the internet or other electronic medium to students in off-campus locations, and be designed in a manner that allows students to complete all Course requirements from such off-campus locations. Unless otherwise specified by the College, the Course must be developed for, and be deliverable through, the learning management system currently used by the College. The Course must fully comply with ADA guidelines. College shall pay the Course Developer compensation as set forth in Schedule C attached hereto and by reference made a part of this Agreement.

3. **Delivery Date.** The content creation for the Course shall be completed, and the source code for the Course shall be delivered to College in electronic form, on or before _____, 20____.

4. **Contents of Course.** The Course shall include a course syllabus, course objectives, student assignments (especially those fostering student interactivity), assessments, course content (i.e. the subject matter required to enable students to meet course objectives), a list of any required and supplementary course materials (both print and multimedia), and any other content deemed necessary or appropriate by College.

5. **Course Approval.** Development of the Course shall not be complete until the Course has received full and final approval for implementation through the procedures set forth in the eLearning Course Development Process established by the College Curriculum Council.

6. **Warranty of Copyrights; Indemnification.** The Course Developer warrants that all content incorporated into the Course shall be the original creation of the Course Developer or work for which the College has obtained lawful permission from the owner of the copyrights thereto. In the event that the Course Developer desires to incorporate material into the Course that was created by anyone other than the Course Developer, including without limitation, written, musical, pictorial, photographic or videographic works, then the Course Developer shall first obtain written permission from the Director of eLearning to pursue permission from the author or copyright owner of such work. The Course Developer shall then be responsible for obtaining written permission from the author or copyright owner of such non-original work to incorporate that work into the Course. A copy of such written permission from the author or copyright owner shall be provided to the Director of eLearning prior to completion of the Course. The Course Developer agrees to indemnify, defend and hold the College harmless from and against all manner of suits, actions, claims, causes of action, judgments, costs and damages arising from any suit or claim of infringement of any intellectual property right related to the Course, unless such content was provided to the Course Developer with the approval of the Director of eLearning.

7. **Ownership of the Course.** The Course Developer acknowledges and agrees that the Course and all related content included therein shall constitute a “work made for hire” and that the College shall be the sole and exclusive owner of all copyrights thereto.

8. **Modification.** This Agreement may not be modified, except in writing and signed by both parties hereto. See Exhibit A attached hereto and by reference made a part hereof.

9. **Governing Law.** This contract shall be governed by Florida law without regard to any choice of law provisions therein, and venue for any legal action between the parties shall be in the State and Federal courts located in Escambia County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20_____.

**THE DISTRICT BOARD OF TRUSTEES OF
PENSACOLA STATE COLLEGE, FLORIDA**

By: _____
C. Edward Meadows, President

COURSE DEVELOPER

Printed Name: _____

Approved as to Form:

By: _____
Thomas J. Gilliam, Jr. – General Counsel
for Pensacola State College

Schedule A

Compensation for Developing a Distance Learning Course (Not Applicable for Pensacola State College Full-Time Faculty)

The Course Developer shall receive payment following the full and final approval of the Course for implementation through the procedures set forth in The eLearning Course Development Process established by the College Curriculum Council.

Depending on the project involved, there can be two types of content to be incorporated into a Course being developed. For purposes of this Agreement, entirely new and original content created by the Course Developer shall be referred to as “New Content.” Content provided to the Course Developer from an existing online course, the copyrights to which are already owned by the College or have been obtained for the College by purchase or by a grant of rights from the lawful owner of the content, shall be referred to as “Existing Content.”

The Course Developer shall be compensated as indicated below:

- _____ \$150 per credit hour
Developing a Course entirely from Existing Content that must be integrated with the Pensacola State College learning management system.
- _____ \$250 per credit hour
Developing a Course using a majority of Existing Content.
- _____ \$350 per credit hour
Developing a Course using a majority of New Content.
- _____ \$400 per credit hour
Developing a Course entirely from New Content with no Existing Content.

Notes:

- In some cases it may be difficult to determine a precise distinction between the categories outlined above due to the many variables involved in course development. Consequently, the appropriate category will be determined via thoughtful discussion between the department head and course developer, with input from the eLearning Department as needed.
- Existing Content is most often made available by commercial publishers as a “value-added” incentive for faculty to adopt a given textbook. Existing course content is also available from other sources. In either case, appropriate licensing issues must be addressed and followed at all times as specified in Section 6 of the Agreement.

Schedule B

Compensation for Developing a Hybrid Course (Not Applicable for Pensacola State College Full-Time Faculty)

The Course Developer shall receive payment following the full and final approval of the Course for implementation through the procedures set forth in The eLearning Course Development Process established by the College Curriculum Council.

Depending on the project involved, there can be two types of content to be incorporated into a Course being developed. For purposes of this Agreement, entirely new and original content created by the Course Developer shall be referred to as “New Content.” Content provided to the Course Developer from an existing online course, the copyrights to which are already owned by the College or have been obtained for the College by purchase or by a grant of rights from the lawful owner of the content, shall be referred to as “Existing Content.”

The Course Developer shall be compensated as indicated below:

- _____ \$75 per credit hour
Developing a Course entirely from Existing Content that must be integrated with the Pensacola State College learning management system.
- _____ \$125 per credit hour
Developing a Course using a majority of Existing Content.
- _____ \$175 per credit hour
Developing a Course using a majority of New Content.
- _____ \$200 per credit hour
Developing a Course entirely from New Content with no Existing Content.

Notes:

- In some cases it may be difficult to determine a precise distinction between the categories outlined above due to the many variables involved in course development. Consequently, the appropriate category will be determined via thoughtful discussion between the department head and course developer, with input from the eLearning Department as needed.
- Existing Content is most often made available by commercial publishers as a “value-added” incentive for faculty to adopt a given textbook. Existing course content is also available from other sources. In either case, appropriate licensing issues must be addressed and followed at all times as specified in Section 6 of the Agreement.

Schedule C

Compensation for Converting a Hybrid Course to a Full Distance Learning Course (Not Applicable for Pensacola State College Full-Time Faculty)

The Course Developer shall receive payment following the full and final approval of the Course for implementation through the procedures set forth in The eLearning Course Development Process established by the College Curriculum Council.

Depending on the project involved, there can be two types of content to be incorporated into a Course being developed. For purposes of this Agreement, entirely new and original content created by the Course Developer shall be referred to as “New Content.” Content provided to the Course Developer from an existing online course, the copyrights to which are already owned by the College or have been obtained for the College by purchase or by a grant of rights from the lawful owner of the content, shall be referred to as “Existing Content.”

The Course Developer shall be compensated as indicated below:

- _____ \$75 per credit hour
Developing a Course entirely from Existing Content that must be integrated with the Pensacola State College learning management system.
- _____ \$125 per credit hour
Developing a Course using a majority of Existing Content.
- _____ \$175 per credit hour
Developing a Course using a majority of New Content.
- _____ \$200 per credit hour
Developing a Course entirely from New Content with no Existing Content.

Notes:

- In some cases it may be difficult to determine a precise distinction between the categories outlined above due to the many variables involved in course development. Consequently, the appropriate category will be determined via thoughtful discussion between the department head and course developer, with input from the eLearning Department as needed.
- Existing Content is most often made available by commercial publishers as a “value-added” incentive for faculty to adopt a given textbook. Existing course content is also available from other sources. In either case, appropriate licensing issues must be addressed and followed at all times as specified in Section 6 of the Agreement.
- The development of a distance learning course from an existing hybrid course can take place only after the existing hybrid course has been successfully offered as a hybrid course for a minimum of two semesters.

EXHIBIT A

This Agreement may be executed in multiple counterparts, and signed copies may be transmitted electronically by the Parties via facsimile, Portable Document Format ("PDF"), or other mutually agreeable means. When so executed and delivered by all Parties to this Agreement, each such document will be deemed an original for all purposes, and all counterparts shall constitute one and the same instrument. Signature pages may be detached from multiple, separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document, and all such documents shall be deemed to be of the same legal force and effect as an original of this Agreement bearing signatures originally written by all of the signatories hereto.