

LETTER OF UNDERSTANDING – Q

DISTANCE STUDIES

The Parties agree that this Letter of Understanding forms part of the Collective Agreement for the life of this Collective Agreement.

Distance Studies

1 Definitions:

- a) The term “Distance Studies” (DS) as used in this Letter of Understanding refers to forms of instruction offered through Distance Studies Services, however labelled, where:
 - i) Instruction does not occur predominantly face to face where teacher and students are separated spatially such that face to face interaction is absent or minor, and communication is predominantly accomplished either by mail or by means of one or more Information and Communication Technologies (ICTs); or
 - ii) Instruction occurs at off-campus sites in a face to face format with or without the use of one or more ICTs; or
 - iii) Instruction occurs mediated by an ICT such that a virtual classroom is created and there are no regularly scheduled face to face classes.
- b) The definition of “ICT” shall be as specified in the Article *Implications of Technology*.
- c) “Course” refers to a particular version of a numbered calendar course offered for credit toward, or otherwise required for, a degree. It does not preclude the coexistence of other versions of the same-numbered course in DS or any other format.

2 Nothing in this Letter of Understanding shall be construed so as to limit the use of ICTs or traditional communications media as components in non-DS courses or other aspects of academic programming.

3 Unless assigned to a Full-Time Member’s Normal Workload, appointments for authoring of DS courses (or modifications thereto) shall be posted in Distance Studies Services and in the Department/School/Faculty in which the course is to be offered for a minimum of ten (10) working days. Simultaneously with or before the posting, all members of the

Department/School/Faculty shall be sent a notification email referring to the posting. The closing date is not to be less than fifteen (15) working days from date of posting.

- 3.1 The Director of Distance Studies Services, in consultation with the Chair/Director/Dean shall select the course author utilizing the criteria in *Appointments*, Clause 12, subject to ratification by the Appointments Committee. The Appointments Committee shall complete the ratification vote within five (5) working days following notification of the selection. First Refusal Status or First Refusal Rights do not apply in the selection, nor are they accrued through course authoring.
- 3.2 For the purpose of establishing Bargaining Unit Membership and calculating Workload, the development of a full course or half course shall be deemed equivalent to the teaching of a full or half university degree credit course, respectively.
- 4 The use of DS technology shall not be used to reduce, eliminate, or consolidate Full-Time faculty positions at the University. There will be no reduction in the number of Full-Time teaching positions as a consequence of DS courses being added to the class schedule. No pre-recorded form of instruction shall be employed by the institution for the purpose of replacing faculty members, in whole or in part, regardless of the technology utilized.
- 5 Members whose Workload includes one or more DS courses shall have all normal rights and responsibilities set out in this Collective Agreement, except as specified in this Letter of Understanding.

Appointment/Assignment

- 6 For Full-Time Members, the teaching of DS courses shall be assigned in accordance with the Articles *Implications of Technology* and *Workload* and, unless otherwise agreed to by the Member, shall count as part of the Member's Normal Workload.
- 7 The teaching of DS courses, except where assigned to a full-time workload as specified in Clause 6 above, shall be awarded in accordance with the provisions for Limited-Duties Appointments in the Article *Appointments*.
- 7.1 Notwithstanding Clause 7, a Member who is the author of a newly developed complete course shall be offered an appointment to teach that course the first time that it is taught. If such a teaching assignment is accepted, all modifications to the course made during the first offering shall be deemed to be incorporated into the original Authoring Agreement.

Workload/Working Conditions/Travel Reimbursement

- 8 As part of any Authoring Agreement to develop a DS course, the course developer shall receive access to training and assistance in the technical and pedagogical aspects of the development of and delivery of an online course.
- 8.1 As part of any assignment to teach a DS course, the course instructor shall receive access to training and assistance in the technical and pedagogical aspects of the teaching of and delivery of an online course.
- 9 Enrolment maximums for DS courses will be set by the Chair, or the Dean in a Faculty without Departments, not to exceed maximums provided by Unit Workload documents.
- 9.1 For DS courses that have a class size maximum of greater than 30, and for which enrolment is greater or equal to 30 students, the instructor shall be entitled to Teaching Assistance support through his/her Unit, funded through the University's formula for Teaching Assistance support.
- 10 Teaching Responsibilities for a DS course as they relate to assignments, scheduling, syllabi, papers, and tests shall be equivalent to those of other sections of the same course. Grades shall be issued using the procedure prevailing in the Member's Unit.
- 11 In accordance with the Article *Working Conditions*, Clause 1, the Employer shall provide facilities and support within the framework of operating requirements including, but not limited to, assistance and resources for developing study guides, teaching aids, and other course materials, to enable Members to fulfil their Academic Responsibilities.
- 12 The Employer shall arrange and co-ordinate final examinations of off-campus students in DS courses.
- 13 If face to face exams are to be conducted, the Member shall deliver to Distance Studies Services a clean copy of the examination material for reproduction by the date specified by Distance Studies Services. The Member shall pick up the examination material before the examination date and proctor the examination, if it is held at the London campus site. The Member shall be provided with the same number of proctors that his/her Unit would normally provide, based on Senate guidelines. The Member may request additional proctors from his/her Unit. Distance Studies Services shall arrange for the proctoring of students at approved off-campus sites.
- 14 If a Member is required to travel, the Member shall receive reimbursement for travel in accordance with University travel reimbursement policies.

- 15 Notwithstanding Clause 9 e) of the Article *Academic Responsibilities of Members*, a Member teaching a DS course may elect to meet his or her office hours obligations to DS students by way of functionally equivalent online communication.

Technical Support

- 16 The Employer shall ensure that there is technical support and assistance available to both teachers and students by phone and email during Information Technology Services (ITS) helpline hours.

Authoring Agreements

- 17 The introduction of a new course or courses in a Unit, to be offered by Distance Studies Services, shall be subject to the Unit's normal decision making process for course introductions. This requirement shall not preclude the introduction of ICT components into courses by individual Members.
- 18 Course Authoring shall include the preparation of all outlines, statements of course policies and objectives, lesson plans, lecture notes, support materials, self-administered tests, discussion topics, instructions, assignments, and exams necessary to mount a course for the first time, and the selection and/or compilation of texts, readings, and/or audio-visual materials.
- 19 When Course Authoring is undertaken, an Authoring Agreement shall be drawn up in writing setting out the rights and responsibilities of the Employer and the Course Author. Such agreements shall comply with the provisions of this Letter of Understanding.
- 20 The Employer shall prepare standard templates for the development of Authoring Agreements. The Employer shall provide the Association with:
- a) a copy of the template Authoring Agreement updated as changes are made;
 - b) a copy of any Authoring Agreement deviating from the template;
 - c) a list of Members who are presently working under Authoring Agreements including the course name and the compensation payable within one month of the end of each term.
- 21 Subject to the provisions of this Letter of Understanding, the Course Author shall retain copyright for all course materials, as set out in Clauses 2 and 3 through 3.3 of the Article *Copyright*, including moral rights in such materials.

- 21.1 The Course Author shall be clearly identified on all online course home pages as the creator and copyright-holder of the course materials. The University of Western Ontario shall be clearly identified on all online course home pages as holding a License for the use of the course materials.
- 21.2 It shall be the responsibility of a Course Author to provide all course materials in suitable electronic form by the agreed completion date on the Authoring Agreement.
- 21.3 Course Authors shall place course content in one of the standard DS templates for online instruction. A Course Author may ask Distance Studies Services for assistance in how course materials are to be placed online. Such assistance shall not be arbitrarily withheld.
- 22 The Authoring Agreement shall grant the Employer an irrevocable five-year exclusive, royalty-free, non-transferable License to use the materials produced under the Authoring Agreement for the purposes of offering to its own students the course for which they were originally prepared.
- 22.1 The License shall give the Employer the right:
- a) to place authored teaching course material into another medium, including but not limited to, the transformation of textual material into audio format, or taking multimedia-developed material to another medium or format;
 - b) to transfer all course materials to another learning management system, including but not limited to, WebCT or successor systems;
 - c) to allow non-authoring instructors the ability to make changes to the authored course materials; and
 - d) to change course titles, course descriptions, and course numbers to reflect current calendar copy.
- 22.2 The Course Author shall not use these materials, directly or indirectly, for any competing purpose during the term of the License; however, he or she may use them for the following non-competing uses:
- a) presentations by the Course Author at scholarly or professional conferences;
 - b) publication by the Course Author of texts or articles; or
 - c) teaching by the Course Author of non-DS courses or sections of non-DS courses at

The University of Western Ontario or its Affiliates.

- 22.2.1 For clarity, the Course Author shall not use these materials, directly or indirectly, in the development or delivery of distance studies courses for any institution or entity other than The University of Western Ontario during the term of the License.
- 22.3 The Course Author shall be responsible for minor revisions and updating of course materials from time to time as necessary during the term of the Licence. Minor revisions may include, but are not limited to, changes to textbook editions, editing for clarity, and/or sentence level editing for content. If major revisions are required or requested by the Employer, they shall be remunerated in accordance with Clause 24.1. If the Course Author is unwilling or unable to carry out such revisions, the Employer may assign the task of revising to a third party, with the Course Author's agreement. Such agreement shall not be unreasonably denied.
- 23 Notwithstanding Clause 22 of this Letter of Understanding, the Authoring Agreement and License may be ended at any time by mutual agreement of the Employer and the Course Author.
- 23.1 Notwithstanding Clause 22 of this Letter of Understanding, if the Employer removes the course from its Calendar, or if the course is not offered for a period of two consecutive years, the Authoring Agreement and License shall be deemed to be terminated.
- 23.2 At the end of the License period, the License may be renewed for an additional five years or any part thereof by agreement of the Employer and the Course Author.
- 24 A Member who completes an Authoring Agreement shall be compensated through the provision of Workload credit or direct financial compensation, as negotiated between the Member and the Employer.
- 24.1 Where a Member under Clause 24 is provided with direct financial compensation, it shall be in accordance with the following schedule. This schedule applies for any Member whose Authoring Agreement was signed on or after July 1, 2007.

The minimum compensation for completion of an Authoring Agreement for a DS course shall be:

New Development Full Course	Minimum Base Rate	Pay in Lieu of Benefits (4%)	Vacation Pay (6%)	Total Compensation
07/08	\$8,980.41	\$359.22	\$560.38	\$9,900.00
08/09	\$9,249.82	\$369.99	\$577.19	\$10,197.00
09/10	\$9,527.40	\$381.10	\$594.51	\$10,503.01

New Development Half Course	Minimum Base Rate	Pay in Lieu of Benefits (4%)	Vacation Pay (6%)	Total Compensation
07/08	\$4,490.20	\$179.61	\$280.19	\$4,950.00
08/09	\$4,625.36	\$185.01	\$288.62	\$5,099.00
09/10	\$4,763.24	\$190.53	\$297.23	\$5,251.00

Revision Full Course	Minimum Base Rate	Pay in Lieu of Benefits (4%)	Vacation Pay (6%)	Total Compensation
07/08	\$1,995.65	\$79.83	\$124.53	\$2,200.00
08/09	\$2,055.52	\$82.22	\$128.26	\$2,266.01
09/10	\$2,117.20	\$84.69	\$132.11	\$2,334.00

Revision Half Course	Minimum Base Rate	Pay in Lieu of Benefits (4%)	Vacation Pay (6%)	Total Compensation
07/08	\$997.82	\$39.91	\$62.26	\$1100.00
08/09	\$1,027.76	\$41.11	\$64.13	\$1133.00
09/10	\$1,058.60	\$42.34	\$66.05	\$1167.00

Mike Dawes (for the Association)

Date

Michele Parkin (for the Administration)

Date