

CUASA Proposal
May 11, 2012

~~Article 19: Courses Offered Through Non-Traditional Methods~~

~~The parties agree that JCAA will mandate a committee to report on how to deal with special courses.~~

Article 19: Courses Offered Through CUOL ~~Non-Traditional Methods~~

~~19.1 The University aspires to enhance its academic programs and ensure universal accessibility to course content by developing new course delivery methods to respond to current and future student needs. The objective is to modernize Carleton's offerings while maintaining high academic standards in content and innovation in delivery.~~

19.1 For the duration of this Collective Agreement that shall end on April 30, 20xx, the following shall apply.

19.2 ~~In order to accomplish this goal, faculty members~~ **Employees** ~~who are interested will propose a CUOL course as part of their teaching workload~~ will submit the plan ~~projects for consideration by~~ **to** the appropriate academic unit(s) as part of the regular curriculum planning process and for approval by their respective Dean.

19.3 ~~An employee faculty member~~ involved in course **development** ~~design~~ will be eligible to receive a teaching release equivalent to the **full** value of the course, **to be taken for one term** to assist in providing time to develop the course (i.e. if **When an employee faculty member** is developing a half credit course, they ~~would~~**shall** be granted a half credit teaching release for one term, **and when developing a full credit course, shall be granted a full credit teaching release for two terms**). This release is subject to ~~the Dean's~~ **decanal** approval.

19.4 The university will **not** purchase **more than a maximum of fifty (50) CUOL half-credit course releases subject to Article 27.5 (ix)**, at the appropriate contract instructor rates, a contract instructor replacement to teach a course which would normally have been taught by the individual to whom the release applies.

~~19.5 Nothing herein shall prevent the performance of instructional duties by contract instructors hired to replace employees who have been granted teaching release under Article 19.3.~~

~~19.56~~ The intellectual property remains that of **the employee who developed** the course ~~developer~~ as governed by the CUASA e **Collective a Agreement** (see Article 14).

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27.5 Nothing herein shall prevent the performance of instructional duties by contract instructors hired to replace employees who have been granted: ~~any form of leave or teaching release.~~

i. course reductions for pre-tenure faculty (insert Article giving new faculty course release);

ii. approved teaching buy-outs (e.g., research buy-out);

iii. CUASA teaching releases (Article 18.8);

iv. leaves of absence (Articles 20.1, 20.2);

v. parental leave (Article 20.7);

vi. political leave (Article 20.3);

vii. court leave (Article 20.4);

viii. sick leave (Article 20.5) and duty to accommodate;

ix. teaching release (Article 19).

- (a) The employer agrees to provide the Association by June 30th of each year, with a report on the number of full-course equivalents taught in accordance with Article 27.2 during the previous academic year. **The report shall indicate which exclusion is being addressed by each contract instructor and the article number (27.5 i-ix) and which CUASA member and course load is being replaced under such exclusion.**

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Appendix I: Agreement With Respect To In Class CUTV/CUOL Teaching

1. Intellectual property rights are governed by the CUASA collective agreement (see Article 14).

2. This contract applies to the CUTV/CUOL broadcast **or distribution** of

_____ **(Course number/title)**

for the _____ term and to re-use as specified in clause 6.

3. Resource Allocation

(a) The employer will provide sufficient resources to produce ~~tapes~~ **on-line modules/presentations of courses or recordings** of the course for broadcast.

(b) Sufficient production support will be provided, time permitting, to allow minimal editing in order to produce an acceptable product.

(c) The following production resources in addition to normal technical support, will be provided:

(i) additional voice mail for the instructor YES/NO

(ii) additional voice mail for the TA's YES/NO

(iii) **One TA for every fifty (50) students registered in the course**
TA's — YES/NO

~~If Yes,~~ Number of TA's _____

(iv) computer **and appropriate software** YES/NO

(v) other (specify) _____

4. Workload

The workload credit for teaching on CUTV **or produced for on-line distribution through CUOL** (whether a half or full credit course) during an academic year shall be one half ~~the~~ credit ~~value, extra of the course.~~ Variation from this shall be by mutual written agreement. (Information on workload credit shall be transmitted to CUASA.)

(a) ~~The workload credit applies~~ _____ YES/NO

(b) ~~If no, the following workload credit is given:~~

5. Cancellation

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The employer may cancel the CUTV/CUOL portion of a course which is the subject of this agreement at any time and must give notice to the instructor. If the notice of cancellation is given to the instructor less than 30 days before the first scheduled class, the instructor will be provided with the agreed workload credit set out in clause 4.

6. Re-Use and Compensation

- (a) It is intended that this CUTV/CUOL course shall be rebroadcast
- | | | | |
|--------------------------|------------------------|--|--------|
| <input type="checkbox"/> | not at all | | |
| <input type="checkbox"/> | summer session _____ | The copyright holder shall be the instructor of record | YES/NO |
| <input type="checkbox"/> | fall session _____ | The copyright holder shall be the instructor of record | YES/NO |
| <input type="checkbox"/> | winter session _____ | The copyright holder shall be the instructor of record | YES/NO |
| _____ | times over _____ years | The copyright holder shall be the instructor of record | YES/NO |

The creator shall have the right of first refusal to be assigned the instructor of record ~~YES/NO~~

(b) The copyright holder retains the right to make revisions and edit the course prior to rebroadcast.

(c) Compensation

- (i) When the copyright holder is also the instructor of record, **for a course which is rebroadcast, retransmitted, and/or offered on-line, the copyright holder shall receive** there will be a workload credit of half the credit value of the course plus a payment of 33% of the appropriate additional compensation specified in Article 43.1.
- (ii) Financial compensation to the copyright holder who is not the instructor of record shall be a payment of 33% of the appropriate additional compensation specified in Article 43.1.
- (iii) ~~An increase to~~ **Variation of** this standard shall be by mutual agreement. (Information on workload credit shall be transmitted to CUASA.)

Compensation:

Workload Credit:

Other:

2. Re-use Outside University

The copyright holder has / has not (circle as appropriate) an interest in the reuse of materials covered by this contract outside this University. If such reuse is proposed, it will be the subject of a separate agreement.

Copyright Holder

Date

Recommended by:

Chair/Director

Date

Approved by:

Faculty Dean

Date

Associate Vice-President, Student Services

Date