

TO: All MUNFA Members
FROM: The MUNFA Executive Committee
DATE: November 2, 2007

SUBJECT: Distance Education and Learning Technologies (DELT)

We previously issued an Information Bulletin regarding the contract introduced September 2006 by DELT (*IB 2006/07:31* – <http://www.mun.ca/munfa/ib060731.htm>). We wish to provide a reminder of several items which members most often ask about.

1. Under current arrangements, revision to DELT courses within the first five years are not remunerated. An Academic Staff Member (ASM) – called the “content expert” in the DELT contract – may apply for a course to be revised AFTER five years; the final decision does not rest with the ASM and the amount budgeted for the revision is also beyond the ASM’s control. If the Content Expert refuses to complete a revision for the amount offered, then DELT may contract with someone else to make those revisions.

ASMs should also be clear about DELT’s expectations. Distance delivery courses are increasingly expected to be free-standing and not linked to a specific textbook. This is made necessary given that textbook revision cycles are out of step with the five year period during which revision to course materials is not remunerated. One approach is to develop a text-book-like package for the online course. There are others. In any case, as one Administrator says, “online courses are developed in a team-based environment and are meant to be media-rich and interactive. This has meant that the creation of online course content is not entirely the work of the ASM and that the resources developed for a course need to be suitable for use beyond a particular textbook’s shelf life.”

When contracting for a distance delivery course one should be clearly aware of the expectations for deliverables, be aware that revisions in the first five years are done without remuneration, and be aware of terms under which revisions are made after five years. On balance, these considerations may influence the decision as to whether do the work.

2. For many years, ASMs who developed a course for distance delivery had the right of first refusal for teaching the course. This right is no longer part of the DELT contract. The result is that while an ASM likely teaches the course(s) s/he developed, there is no guarantee of this. The reason DELT has given for this change is that it has no control over the workloads of ASMs.

If the right of first refusal to teach courses you develop is important, then you should add the item to the DELT contract or enter into a written understanding with your department head. This is certainly a reasonable expectation.

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3. Earlier contracts provided authors 15% of any revenues from sale. Under the current DELT contract, the author's share of income from a sale is determined by a separate agreement negotiated when a sale is imminent. If you expect that your work is likely to be sold or leased, you may wish to clarify before signing the contract your percentage from any revenues from sale.
4. Authors should know that course materials developed for DELT may be placed in a digital learning object repository, e.g., the Canadian Learning Object Exchange (CLOE) and its US counterpart (MERLOT) and are freely available to members of these consortia. There is no inherent problem with this; however it is something about which ASMs should be fully aware.
5. As mentioned in the last Information Bulletin, ASMs are liable for copyright infringement except for those parts identified to DELT as potentially protected under copyright. This may not present a problem in most situations; however for others it could present a challenge. ASMs should be fully aware of their liability and any issues that might arise from their specific work.

We trust this information is helpful.