Article 32
DISTANCE EDUCATION

32.01 The University shall not use Distance Education courses in a way that undermines the on-site offerings of the St. John’s or Grenfell Campus campuses.

32.02 Distance Education courses shall only be created in accordance with the procedures established by the University Senate.

32.03 When the University has commissioned the development or major revision (about thirty-five (35) percent) of a course in Distance Education, by granting course remissions, by making special payments, or by otherwise specifically providing for it, the ASM(s) who develop the course materials in accordance with a Distance Education Contract may be assigned the teaching of that course as a part of the normal teaching assignment.

32.04 ASMs who develop course materials for a Distance Education course in accordance with a Distance Education Contract shall be remunerated at an amount agreed between the ASM and the University, such amount equal to or greater than a one course equivalent (prorated where courses are jointly developed by ASMs) as defined in Clause 31.47.

32.05 ASMs who develop course materials for a Distance Education course in accordance with a Distance Education Contract shall hold the copyright to the content that was created by the ASM. Copyright will be held jointly by the ASM and the University where the content is created jointly through the provision of the following services:

(i) creating new and unique visual and/or auditory representations of existing ideas (e.g. videos, graphics, narration, animations with or without audio);

(ii) creating new interactive learning activities, tutorials or simulations.

32.06 Notwithstanding Clause 32.05, sole or joint copyright shall be subject to the following conditions:

(i) The University shall have a royalty-free license to use course materials within the University for a period not to exceed five (5) years.

(ii) During the period of the royalty free license, an ASM shall retain the right to use all or part of the course material over which he or she has joint copyright for teaching within the university or in an academic publication.

(iii) The University shall be entitled to use all or part of the course materials in a digital objects repository. Copyright holders of materials placed in such repository shall retain their copyright but allow others to copy, display and perform verbatim copies of the materials, provided such persons credit every use and do not use the materials for derivative works or commercial purposes without the copyright holders’ consent.

32.07 ASMs who develop course materials for Distance Education in accordance with a Distance Education contract shall have the first opportunity to teach the course through distance delivery for a period of twelve (12) months or for the first two (2) offerings, whichever is longer.

32.08 Effective May 1, 2010 an ASM who delivers a Distance Education course when extra to the assigned teaching, shall be remunerated at the rate set for an extra course or courses or equivalent as defined in Clause 31.47.