

## **Full-time Faculty Protocol for Online Course Authorship**

This protocol sets out the guidelines to apply when a Full-time Faculty Member under the Collective Agreement between Wilfrid Laurier University and Wilfrid Laurier University Faculty Association for Full-time Faculty and Professional Librarians (the “Collective Agreement”) is appointed as part of the Member’s workload as Course Author in the development of an online course. This protocol shall be interpreted in accordance with the terms of the Collective Agreement.

This protocol does not grant exclusive rights to Full-time Faculty Members for on-line course development.

### **1. Responsibilities of the Course Author**

#### **1.1 Course Development and Content**

Nothing in this section shall limit the academic freedom of Members, including the freedom of teaching, freedom of creative activity, and discussion and the freedom to select, acquire, disseminate, or use materials in the exercise of their professional responsibilities. The Course Author will consult with the Program Advisors and Online Learning Team to develop the Course with the content, design, format and course delivery methods that the Course Author chooses to use to meet the academic requirements of the Program and reflects University-wide quality standards, guidelines or best practices for Online Courses.

Academic responsibilities include:

- a. Providing subject expertise and ensuring the course reflects the highest levels of scholarship in the discipline and subject area;
- b. Determining the type of activities and interactive components to be included in the course and how these could best be structured;
- c. Identifying and establishing achievable, measurable, and pedagogically-sound course and unit/lesson learning outcomes;
- d. Developing appropriate assessments to measure learning that can be altered each time the course is offered in order to maintain academic integrity;
- e. Preparing course materials and recommending other resources for reference;
- f. Ensuring that the course content is accurate and has an appropriate level of rigour;
- g. Identifying and/or developing appropriate lesson study materials that could include:
  - o Required and recommended reading materials
  - o Concept expansion materials (e.g., text-based, graphic, and/or multi-media)
  - o Student interactions (e.g., discussion groups; small study groups)
  - o Self-check activities
  - o A range of learning activities
  - o Assignment questions
  - o Rubrics and answer keys

- h. Identifying any additional instructional resource materials and consulting with the staff associated with Online Learning, the Online Learning Team and the Library on licensing agreements and clearance for use online;
- i. Working in collaboration with the Online Learning Team which will provide the Course Author with training, assistance and advice on technological and pedagogical aspects of the development of Online Courses, as well as working with a Librarian who will provide support in identifying available resources for course development and student learning activities, research skills development, and copyright and licensing issues; and
- j. In collaboration with the Online Learning Team, reviewing the course after its first offering, identifying any necessary changes and making revisions as needed before the next offering of the course.

## **1.2 Timeline**

The Course is to be developed so that it may be first offered in the agreed upon academic year and term. To achieve this date, the Course Author agrees that materials will be developed and delivered in accordance with the expectations and timeline set out in Appendix A.

## **1.3 Original Work**

The Course Author represents and warrants that all materials used in the Course are either the Course Author's own original work or work of third parties for which the Course Author has the proper permissions for the intended use of all purposes relevant to providing the Course in an online format, including appropriate copyright clearance as required to offer multiple sections of the Course and/or for multiple years. In the event that the Course Author contracts with other individuals (including, but not limited to student or University employees) to assist in the development of the Course, the Course Author is responsible to secure an assignment of any copyright rights, including a waiver of moral rights to the Course from such individuals.

## **1.4 Copyright Clearance**

All Copyright Clearance shall be completed by the University Library through Online Learning. It is the responsibility of the Course Author to work with the Online Learning Team to identify resources that require copyright clearance and provide any assistance necessary to ensure that permissions to use third party materials are obtained before using them in an online course. All permissions should be in writing and will be retained by the Library for Online Learning and filed with the Program. The University Library shall work on copyright clearance and shall notify the Course Author and the Program, in writing, in the event there are any restrictions on the use of third party materials for the intended use of developing and delivering the Course in an online format. The Course Author agrees that the Program may determine whether such materials can be used in the Course. In cases where copyright clearance for intended resources is not attainable, the Library will assist in identifying alternative resources. The Course Author

will cooperate and assist the University with the defense of any and all claims that arise from the Program's use and delivery of the Course for the intended use.

### **1.5 Policy and Regulation**

Work submitted by the Course Author shall be compliant with applicable university policies, and provincial and federal legislation (e.g., privacy, accessibility, copyright). In no case shall the Course Author knowingly submit a Course or Course materials that infringe on, or violate the right of privacy, or constitute a libel or slander against, or violate any common law rights of any person, firm or corporation.

### **1.6 Course Approval**

The Program reserves the final right to approve the Course and to determine if it will be offered by the Program.

### **1.7 Appointment as Course Author**

In accordance with the Collective Agreement, the Course Development work may be part of regular assigned workload or compensated as an overload stipend, as determined by the Dean in consultation with the Course Author. All timelines and schedules set out in Appendix A continue to apply. Where the Course Author has failed to fulfil all obligations as set out in section 1.1 and Appendix A, the Dean may cancel the appointment. In the event of cancellation of the appointment, all overload stipend payments shall cease as of the date of termination for appointments with compensation of an overload stipend. For termination of an appointment as part of regular assigned workload, the Course Author will work with the Dean to address changes in assigned workload.

## **2. IP Ownership**

2.1 Consistent with the University's copyright and intellectual property policies and the Collective Agreement, the right, title and interest in and to copyrightable material or content produced or developed by the Course Author in the Course shall be owned by the Course Author. The University shall own the Intellectual Property that it creates or provides or that is assigned to it from third parties and shall retain copyright in that Intellectual Property.

2.2 In recognition of the University's commitment to scholarship and the use of the University's time, facilities and resources in the development of the Course, the Course Author grants to the University a non-exclusive, royalty free, irrevocable, indivisible, and non-transferable right to use, solely for internal, non-commercial educational and research purposes, all intellectual property developed by the Course Author in the Course for a period of 10 years from the time course development is completed ((Art. 36.2.3(c)). Subject to any Course Delivery requirements set out in section 3, the University may assign an Instructor other than the Course Author to deliver the Course.

- 2.3 The University will not sell, assign, license or otherwise transfer the Course (or part thereof) or materials developed by the Course Author for the Course to a third party without the prior written consent of the Course Author.
  - 2.4 The Course Author retains the right to use all or portions of the Course or materials developed by the Course Author for the Course for teaching or research purposes or for publication in an alternative form such as a textbook, manual, etc. The University retains the right to use any Laurier marks, brands or logos in a Course.
  - 2.5 The Course Author will not use the Course to develop, revise or deliver courses for use with other education institutions or organizations without the prior written consent of the University. The Course Author should submit all requests for consent to use the Course in writing to the Dean of the Program. Within ten days of receipt of the Course Author's request, the Dean or their designate shall respond in writing and if the request is denied, the Dean (or designate) shall provide a statement of reasons.
  - 2.6 Due to the particular requirements of an Online Course, the license set out in section 2.2 above specifically includes the right to have the Course taught by others and to modify and/or revise the syllabus or content of the Course as the Program determines to be necessary. The Course Author will be appropriately acknowledged and identified as the author of the Course in any use of the Course unless the Course Author chooses not to be so identified, in which case the Course Author must provide notice, in advance, to the Dean of the Faculty in which the Course is offered. Nothing in this agreement shall constitute waiving of a Course Author's moral rights, which the Course Author retains, subject to the relevant University Policies and the Collective Agreement.
  - 2.7 Minor Revisions to the Course will be completed as required. Any Minor Revisions are incorporated into the Course and will be completed in consultation with the Online Learning Team, as required. A Major Revision will be completed as required by the Program with the assistance of a Course Reviser and in consultation with the Online Learning Team. At the discretion of the Program, a Course Redevelopment could be considered to be a new Online Course, with a new course number, if it is not substantially similar to the original Course.
- 3. Course Delivery**
- 3.1 In accordance with the Collective Agreement, the Course Author, as the original developer of the Course, will also be eligible to be the Course Instructor for the first three (3) times the Course is offered.
  - 3.2 In the event that the Course Author elects not to be the Course Instructor, the Dean will appoint a Course Instructor to deliver the Course in accordance with the relevant Collective Agreements.

## Appendix A

### Scope and Schedule of Work

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| <b>Bi-weekly deliverables * order of lessons submitted subject maybe to change by mutual agreement</b>                                  |
| Lesson 1 and syllabus   |
| Revisions   |
| Lessons 2,3,and 4   |
| Revisions   |
| Lesson 5,6, and 7   |
| Revisions   |
| Lesson 8,9,and 10   |
| Revisions   |
| Lesson 11, and 12   |
| Revisions   |
| Wrap around<br>-all assignment descriptions, grading rubrics/criteria, roadmap, student instructions, finals syllabus and final lessons |
| Final Version of all approved course material   |
| Outstanding course material (e.g., exams, screen casts etc. complete)   |
| Tweaks based on Learner Questionnaire   |

## Appendix B

### Definitions

The terms listed below will, for the purposes of this Protocol for Online Course Authorship, have the following meaning:

- a. **Online Course** refers to an online learning or other course dependent on information and communication technologies, delivered for academic credit, and approved and listed in the University Calendar, and as may be more particularly described and defined in the Collective Agreement.
- b. **Course Development** refers to all aspects of developing a new Online Course undertaken by the Course Author and the Online Learning Team. It includes, but is not limited to, developing course learning outcomes, assessments, learning activities, a detailed course outline, developing and selecting instructional materials and content, textbooks, online resources and multi-media materials. Course Development also includes securing any necessary rights from third parties and reviewing and making improvements to the course after the first offering.
- c. **Major Revision** refers to a substantial review for the purpose of making modifications to the Online Course and is undertaken as required by the Course Reviser and the Online Learning Team following approval by the Program and may

include, but is not limited to, the modification of assessments, learning activities, instructional materials and content, textbooks, online resources and/or multi-media materials. Major Revision may also include ensuring that any necessary rights from third parties are secured, and reviewing and making improvements to the revised course after the first offering of the revised course.

- d. **Minor Revision** refers to regular updating to an Online Course to ensure the content, materials and resources are current and up-to-date and the Course continues to meet academic and Program requirements. The process and timeline for Minor Revisions will be addressed by the Course Instructor with the Online Learning Team, as needed.
- e. **Course Redevelopment** refers to a comprehensive review and redevelopment of an Online Course when the Course is considered to be out of date as determined by the Program. At the discretion of the Program, a redeveloped course could be considered to be a new Online Course, with a new course number, if it is not substantially similar to the original Course. Course Redevelopment will proceed under the same process as the development of a new Online Course.
- f. **Course Delivery** refers to all aspects of teaching an Online Course. It includes, but is not limited to, updating content and assignment questions before the upcoming offering, communicating with students, supervising teaching assistants, grading student work, monitoring the course and students' progress. If the course is being offered for the first time in a new format, it also includes the Course Instructor collaborating with the Online Learning Team and the Course Author (if different from the Course Instructor) to review and make improvements to the course.
- g. **Course Author** under this protocol, refers to a Full-time Faculty Member appointed under the Collective Agreement to develop an Online Course in collaboration with the Online Learning Team. The Course Author is responsible for the provision of subject matter and discipline-appropriate pedagogical expertise to the Course Development process. On-line Course Authorship is not the exclusive work of the FT Faculty.
- h. **Course Instructor** refers to the person responsible for course delivery.
- i. **Course Reviser** may or may not be the original Course Author. Under this protocol, the Course Reviser refers to a Full-time Faculty Member appointed under the WLUFA Collective Agreement to perform a Major Revision of an Online Course in collaboration with the Online Learning Team. The course reviser is responsible for the provision of subject matter and discipline-appropriate pedagogical expertise to the Course Development process. All appointments of a Full-time Faculty Member to be the Course Reviser will be under the terms of this protocol and the WLUFA Collective Agreement.
- j. **Online Learning Team** refers to the individuals who collaborate with a Course Author or Course Reviser to develop or do a Major Revision to an Online Course. Members of this team shall include:
  - a. **Program Advisor:** the Program support(s) providing oversight of holistic aspects of the Course development, particularly (but not solely) related to the curriculum, Course Materials/Content, learning outcomes, learning activities and assessments.

- b. **Instructional Designer:** The individual(s) responsible for the provision of project management, course design and online pedagogical expertise to the Course Development or Major Revision process to ensure that all aspects of this Agreement, including timelines, are met;
  - c. **Educational Technologist:** The individual(s) providing support and expertise in obtaining, developing and/or supporting the best technologies for the course, in alignment with pedagogical goals, and responsible for loading the course in the university-supported learning management system in accordance with design standards developed by the Centre for Online Learning.
  - d. **Accessible Learning Technologist:** The individual(s) providing guidance and support as required, to ensure accessibility, including the requirements under the Accessibility for Ontarians with Disabilities Act.
  - e. **Librarian:** The professional librarian(s) providing support and expertise on resources and materials and facilitating copyright and licensing.
- k. **Intellectual Property** has the meaning set out in the Collective Agreement.