

LETTER OF AGREEMENT

eConcordia

1. **Scope:** This Letter of Agreement ("LOA") deals only with for-credit and non-credit courses prepared for and delivered through eConcordia on behalf of Concordia University. It does not deal with any other activities that may be undertaken by eConcordia such as the offering of for-credit or non-credit courses not offered by Concordia University, corporate training and other courses of a similar nature.
2. **Jurisdiction:** The preparation and delivery of courses through eConcordia, on behalf of Concordia University during the lifetime of this LOA, shall be governed by the provisions of the relevant articles of the CUFA Collective Agreement, with particular reference to the Articles mentioned in the following paragraphs.
3. **Transition to new Collective Agreement when signed:** All references in this LOA are to the 2002-2007 CUFA Collective Agreement; if a new Collective Agreement is signed during the life of this LOA, the Parties agree to revise this LOA to incorporate the provisions of the said agreement without otherwise altering the substance of this LOA.
4. **Definition of "courses":** Concordia University courses prepared for and delivered through eConcordia on behalf of Concordia University shall be considered "courses" under the provisions of Article 2.04.
5. **Preparation of course material:** Course material prepared for delivery through eConcordia shall be considered a Commissioned Work under the provisions of Article 27, and in particular Article 27.29 and 27.30.
6. **Duties and responsibilities:** The preparation of course material and the assignment of courses for delivery through eConcordia shall be governed by the relevant provisions of Article 16, and in particular:
 - a. Shall be considered teaching for the purposes of Article 16.01;
 - b. May be included in the annual teaching assignment under the provisions of Article 16.03, 16.04 and 16.05, and shall be compensated in accordance with paragraph 8 of this LOA; or
 - c. May be undertaken under the provisions of Article 16.12;

- d. Provision of teaching assistance and the selection, monitoring and compensation of teaching assistants, where warranted, shall be governed by the normal policies of the academic unit.
7. **Evaluation:** The evaluation of teaching done through eConcordia shall be governed by the provisions of Article 14.01.3 and 14.01.4, and relevant material from these teaching activities shall be included in teaching dossiers prepared and submitted under the provisions of Article 14.01.7. In the event that a course is delivered by a member other than the one who prepared the material, the evaluation report shall distinguish between the statistics that apply to the preparer and those that apply to the deliverer.
8. **Compensation:** Compensation for the preparation and delivery of course material for and through eConcordia shall be governed by the following provisions:
- a. Preparation: members shall be compensated for preparation of course material by means of an appropriate reduction in other teaching activities under the provisions of Article 16.08 c) ii), normally not to exceed the equivalent of one (1) three-credit course section, or a mutually agreed discretionary stipend paid under the provisions of Article 38.05, or both;
 - b. Delivery: where the work required is equivalent to that required for the delivery of an equivalent course taught in a classroom located on the campus of Concordia University, no additional compensation shall be paid; where warranted, and at the discretion of the Dean, a stipend may be paid under the provisions of Article 16.12.
9. **Appeal, grievance and discipline:** The provisions of Articles 21, 22 and 29 shall apply.
10. **Existing rights:** The provisions of this LOA shall not apply in the case of contracts signed by members with eConcordia prior to the signing of this LOA. Any renewal of existing contracts or new contracts signed after the date of these presents shall be governed by the terms of this LOA.
11. **University policies:** Relevant policies of Concordia University shall apply as appropriate, including in particular the provisions of the Code of Conduct (Academic) and the Code of Rights and Responsibilities.
12. **Term:** This LOA shall bind the parties hereto from the date of its signature to the 30th of June 2010. Except for courses covered by existing rights under paragraph 10, it shall apply to all courses prepared for and delivered through eConcordia during the 2008-2009 and 2009-2010 academic years.

13. **Severability:** Should one or more paragraphs of the present LOA be declared null and void or unenforceable by a court of law, such a declaration shall not affect the validity and enforceability of the other paragraphs of the LOA.
14. **Interpretation:** any contradiction between the terms of the present LOA and the CUFA Collective Agreement in force at the time of any dispute shall be resolved by giving pre-eminence to the latter.
15. **General provision:** the present LOA is entered into for a trial period stipulated in paragraph 12 hereof and is entirely without prejudice to any and all rights which either party may have in law.

SIGNED IN MONTREAL, this 9th day of September, 2008.

CUFA:

per:  _____

CONCORDIA:

per:  _____

eCONCORDIA:

per:  _____

