

On-site Course Delivery Agreement

This agreement is made between

The
Athabasca University Governing Council
of Athabasca University

which is located in the Province of Alberta
(hereinafter referred to as "the University" or "AU")

and

Sir Sandford Fleming College

which is located in the Province of Ontario
(hereinafter referred to as "the College" or "Fleming")

This Agreement is provided further to Article 2.2 of the Collaboration Agreement between the University and the College.

Subject to the necessary ministerial approvals, this Agreement covers the general terms and conditions under which University programs and courses will be offered on-site at facilities owned and operated by the College. Detailed operational procedures will be provided separately.

The University recognizes the key role that the College plays in the provision of programs and courses to students in its region. As evidence of this recognition, the University agrees that, during the life of this Agreement, it will consult the College before entering into any similar agreements with other institutions in the Eastern Ontario region (excluding Algonquin College), and will thus endeavor to ensure that the success of this delivery project is not compromised.

1. PROGRAMS

- 1.1 The University's Bachelor of Professional Arts degree (Criminal Justice Major) will be the initial program offered under the terms of this agreement. The parties may subsequently agree to offer additional programs, in which event this Agreement will be amended.
- 1.2 The College acknowledges the University's 30-credit residence requirement for program completion by students.

- 1.3 The University shall count all admissions to its programs, the course registrations for AU courses offered at Fleming (as defined in Section 2), and the resulting graduates.

2. COURSES

- 2.1 The University and the College commit to the delivery of courses that are cost effective to both partners and to students. Thus, where student numbers and interest levels warrant, AU courses will be delivered by paced classroom instruction on-site at Fleming (with course syllabi and instructors approved by the University).
- 2.2 The two parties will negotiate the selection of paced classroom AU courses to be delivered on-site at Fleming. Final authority rests with the University. The courses required, together with estimated maximum student numbers, must be finalized no later than three months before the scheduled start of classes (except in the case of fall semester offerings for which six months lead time is recommended).
- 2.3 When students take Fleming courses that are transferable to AU programs they will be Fleming registrations, will pay Fleming fees, and be subjected to Fleming rules and regulations. These courses will not count towards the University's residency requirements.
- 2.4 When students take AU courses offered by paced classroom delivery at Fleming they will be AU registrations, will pay AU fees and be subject to AU policies and procedures as described in the current AU calendar. These courses will count towards the University's residence requirements.

3. SELECTION OF INSTRUCTORS

- 3.1 Where a member of Fleming's faculty applies to teach an AU course, the Professional Agreement (Appendix A to this agreement) will determine the process for approval.
- 3.2 In the event that a qualified instructor cannot be found from within Fleming's faculty, the University and the College will jointly recruit to the position.

4. UNIVERSITY SERVICES

- 4.1 With respect to AU courses offered on-site at Fleming, AU agrees to:
 - (a) determine suitable courses and delivery strategies in consultation with Fleming;

- (b) provide administrative and academic assistance as required and available;
- (c) supply teaching and support materials (including an orientation to AU) as required for instructors;
- (d) supply course materials for students registered in AU courses offered on site at Fleming.
- (e) provide student support services as required and available (including, but not limited to: academic advising, counselling and evaluation services, library resources and services, computing helpdesk assistance);
- (f) make decisions, in consultation with Fleming, regarding course cancellations required (based on student counts at agreed registration deadlines);
- (g) process registrations in AU courses as forwarded by the College.

5. COLLEGE SERVICES

5.1 The College agrees to:

- a) provide program/course/scheduling information to prospective and registered students together with a copy of the current AU calendar (supplied to Fleming by AU upon request).
- b) collect application and course registration forms from students enrolling in AU courses offered on-site at the College and submit these to the University immediately following the start of classes;
- c) collect and forward payments from students enrolling in University courses at the College, according to fee structure specified in the current University calendar;
- d) follow the procedures outlined in Appendix B for the ordering and return of course materials required for AU courses offered on-site at the College;
- e) supply adequate classroom space, teaching equipment and instructional support services (e.g., supplies, photocopying, laser printing, etc.) for the delivery of AU courses offered on-site at the College;

- f) as available, supply work space and support for instructors teaching AU courses on-site at the College;
- g) designate local contact person(s) who will work with University staff in choosing and scheduling courses, promoting courses, recruiting instructors, facilitating the student registration process, assisting and advising students, ordering course materials and distributing to registered students, and performing other tasks related to provision of AU courses offered on-site at the College;
- h) to the extent possible, provide library services, computing services, physical facilities access, counselling and other services required/requested by AU students taking courses on-site at the College;
- i) provide orientation as required to instructors teaching AU courses on-site at the College.
- j) remunerate instructors according to Fleming compensation schedules and in adherence to collective agreements;
- k) notify instructors in the event of any AU course cancellations;
- l) notify students in the event of any AU course cancellations.

6. FINANCIAL ARRANGEMENTS

- 6.1 Where the Professional Agreement applies for AU courses offered on-site at Fleming, the University agrees to pay the College for the provision of instructors and will compensate the College for this and other services as outlined in 6.2 below.
- 6.2 For the instructional costs incurred by the College and the support services also provided (see 5.1 above), the University agrees to pay the College an amount referred to in Appendix C to this agreement, upon receipt of invoices on November 1st and March 1st as applicable for each semester of course delivery. Appendix C will be reviewed annually by those identified in 7.1 and 7.2 below in order to ensure the financial viability of this agreement for both partners.
- 6.3 Unless the College advises otherwise, the University will issue tax receipts to students for the payment of University fees.

7. IMPLEMENTATION OF THE AGREEMENT

- 7.1 The Manager, Ontario will be responsible for the implementation of this Agreement on behalf of the University;
- 7.2 The Director, Academic Planning and Development will be responsible for the implementation of this Agreement on behalf of the College.
- 7.3 The College will get the approval of the University's Public Affairs department before releasing any promotional materials describing the courses offered under this agreement.
- 7.4 Specific details and arrangements not documented by this agreement will be discussed and agreed upon by the two parties.

8. AMENDMENTS AND TERMINATION

- 8.1 This agreement will be subject to annual review (including an assessment of registration levels, student success rates and financial arrangements) and may be amended upon mutual agreement of the parties
- 8.2 Either party may terminate this agreement without cause, by giving sixty (60) days notice in writing to the other party. Termination shall be deemed to be effective upon completion of programs and courses underway at the time of notification.

9. ACADEMIC AND NON-ACADEMIC STANDARDS

- 9.1 The College and the University each acknowledge the importance of one another's academic and non-academic policies, as set out in their respective calendars.

10. INTELLECTUAL PROPERTY AND COPYRIGHT

- 10.1 The College agrees to adhere to the University's intellectual property and copyright requirements.

11. INSURANCE

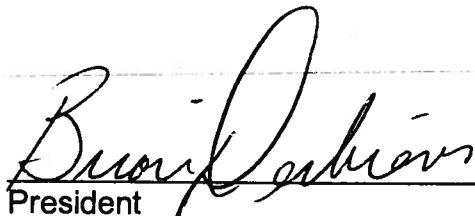
- 11.1 AU and Fleming acknowledge that they each shall be responsible for maintaining comprehensive general liability insurance, inclusive of educators liability coverage for the purposes of this Agreement and both AU and Fleming shall provide evidence of coverage each to the other upon the request of the other party. Both AU and Fleming shall be at liberty from time to time to request that either party provide such additional coverage upon such terms and in such amounts as may appear

necessary or prudent at such time, whereupon both parties will provide same.

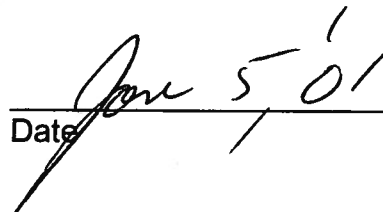
12. INDEMNIFICATION

12.1 Fleming agrees to indemnify and save harmless AU, its Governing Council, employees, agents or contractors from any and all damages for bodily injury (including death), personal injury and/or property damage to which AU, its Governing Council, employees, agents and contractors or students may become subject or liable for as a result of the negligent acts, omissions, default, conduct or neglect of Fleming, its Board of Governors, employees, agents, contractors or students, unless the negligent acts, omissions, default, conduct or neglect is occasioned by the specific direction of AU, its Governing Council, employees, agents, contractors or students.

AU agrees to indemnify and save harmless Fleming, its Board of Governors, employees, agents, contractors or students from any and all damages for bodily injury (including death), personal injury, and/or property damage to which Fleming, its Board of Governors, employees, agents, contractors or students may become subject or liable for as a result of the negligent acts, omissions, default, conduct or neglect of AU, its Governing Council, employees, agents, contractors or students, unless the negligent acts, omissions, default, conduct or neglect is occasioned by the specific direction of Fleming, its Board of Governors, employees, agents, contractors or students.




President
Sir Sandford Fleming College



Date



President
Athabasca University



Date

**PROFESSIONAL AGREEMENT:
Approval of Fleming Faculty as AU Adjunct Faculty**

1. Preamble

Athabasca University (hereafter known as the University) and Sir Sandford Fleming College (hereafter known as the College) agree to collaborate for the basic purpose of providing a mechanism for the University's courses to be taught at the College, so that students may complete Bachelor's degrees at the College. In so doing, faculty members nominated by the College may be approved by the University to teach the University's courses on-site at the College, and to be appointed as Adjunct Faculty. Where no such College faculty are available for any courses, the University will recruit its own instructors.

This agreement is not intended to interfere with the College's existing right and capacity to teach university transfer programs. Furthermore, it is understood that the University and the College may negotiate a bilateral agreement in which additional and/or alternative means of delivering the University's courses at the College are provided.

This agreement is intended to guide the development and maintenance of effective academic and collegial relations between their respective academic communities.

It is recognized by the University's academic and professional staff and by their counterparts at the College that, in order to have an effective working relationship whereby the University's courses can be delivered in various modes at the College, effective academic and collegial relations between the academic members of our two institutions must be developed and maintained. In recognizing certain of the College's faculty members as qualified and duly approved, both parties agree that this agreement emphasizes their joint desire to develop and maintain effective academic and collegial relations in the common interest of the students we serve. Academic co-ordination of the University's home-study courses continue to be the responsibility of the University's academic staff. Other aspects of effective academic and collegial relations are listed in Sections 5 and 6 below.

2. General Provision for Approval

The University agrees to consider for approval qualified members of the College's academic staff nominated by the College to deliver the University's courses, by reviewing the nominee's academic qualifications, and subsequently by reviewing any changes in qualifications. Approved College faculty members will also be appointed as Adjunct Faculty at the University. Approval procedures are specified in Section 4 below. The University retains the right to withdraw approval for reasonable cause.

3. Approval Criteria

A fully qualified College faculty member in any academic discipline ordinarily has a Ph.D. degree or the highest academic qualification appropriate to the discipline, plus relevant teaching experience, and evidence of other scholarly and/or professional accomplishments. Approval is granted with the expectation that the faculty member will adhere to the letter and spirit of this agreement in consultation with the appropriate University academic. An approved College faculty member is authorized to teach any appropriate undergraduate courses, and is responsible for setting and marking all assignments and examinations in those courses.

Approved members of the College's faculty are listed on the University's Web Calendar as Adjunct Faculty, and, subject only to resource limitations, are entitled to receive library and other services ordinarily provided by the University to adjunct staff.

4. Approval Procedures

The University's faculty members responsible for each degree program offered at the College, will establish an approval subcommittee to receive those applications for approval having the College's expressed support. The subcommittee will review curriculum vitae and any associated documentation, and will include an interview and/or any other reasonable requirements as part of the review process specified, and will advise the VPA, AU concerning approval decisions. Approval ordinarily continues for a specified term not to exceed four years, renewable for one or more additional terms not to exceed four years each. Changes in qualifications may cause an approved individual to submit a new application for approval. Likewise, major developments in the relevant academic discipline and/or questions concerning performance may give the University cause for review.

5. General Expectations of Approved Faculty

Approved College faculty members are responsible for maintaining contact, as described below, with the relevant University colleagues, and vice versa.

Specifically, approved College faculty members are expected to maintain regular contact with appropriate colleagues at the University, to consult with them as necessary, to exchange relevant course-related documentation, and to identify and resolve problems as necessary and in a timely fashion

In general, the University's faculty will be guided in relations with approved College faculty members as if they were collegial academic staff, and all parties are responsible generally for maintaining and enhancing effective academic and collegial relations between the University and the College.

With respect to the responsibilities of approved College faculty members in matters such as student conduct, student appeals, challenge for credit etc., unless otherwise specified, the University's published regulations and procedures apply. However, modifications to existing University policy may be specified in bilateral or other agreements between the University and the College, and may be further specified by the VPA when issuing approval decisions.

6. Other Aspects of Academic and Collegial Relations

Having agreed to approve qualified members of the College's faculty to deliver the University's courses at the College, and having specified the general expectations of approved faculty members in Section 5 above, the University and the College also agree to encourage and support the development and maintenance of effective academic and collegial relations between our respective academic communities by:

- A. Consulting on the curriculum of each program.
- B. Consulting on the development of new and significantly revised classroom-based courses.
- C. Collaborating in research and scholarship through symposia and other joint initiatives.
- D. Agreeing to any other matter in the interest of developing and maintaining effective academic and collegial relations between the two academic communities.

7. Questions of Jurisdiction

College faculty members approved under this agreement to teach the University's courses at the College, do so given that all such instructional staff ordinarily are employees of the College and are subject to the terms and conditions of the College's applicable collective agreements.

Any matter requiring further clarification (such as if the College prefers to second staff to the University and the University agrees to such secondment, or if the University agrees to retain its own staff under the terms of the existing staff agreements) may be addressed by reference to additional terms and conditions which may be appended to this agreement from time to time, on the understanding that any such additional terms and conditions are consistent with principles of natural justice. Any matter still requiring interpretation during the life of this agreement, because existing terms and conditions are silent or otherwise ambiguous, should be interpreted as provided for in Section 8 below.

8. Dispute Resolution Procedures

In any case where effective academic and collegial relations are impeded or fail, or an academic dispute between colleagues at the two institutions remains unresolved to the possible detriment of the students they jointly serve, the case or dispute may be referred by any interested party to the appropriate University academic and approved College faculty member for resolution by mutual investigation, discussion, and agreement on an appropriate solution.

If no resolution satisfactory to all parties to the dispute is found within a reasonable period of time, as determined by the Chair of the appropriate University Academic Centre, the Chair will act as a mediator in the dispute. If all three parties agree, the Chair may also act as final arbiter of the dispute, in which case the Chair's decision on the matter will be binding on all parties.

Failing resolution by the Chair, the Chair will refer the matter in writing to the University's Vice-President Academic. The Vice-President Academic at AU will then set up an Appeal Committee mandated to decide by majority vote a binding resolution of the dispute. This Appeal Committee shall be constituted as follows: an academic representative named by the University academic, a faculty member representative named by the College faculty member, and a third voting member with appropriate academic or professional standing selected by these two representatives to chair the committee and to resolve the dispute expeditiously. In any event, specific procedures used by those who hear evidence concerning the dispute and who decide on any binding resolution must be consistent with principles of natural justice.

9. Amendment, Interpretation, Term

This Professional Agreement, appended as an integral part of the formalized working relationship between the University and the College and dated, remains in effect, subject only to amendment by agreement of both parties.

Notwithstanding this provision, the senior academic officers of the two institutions together are authorized to interpret this agreement if necessary and to report any such interpretation in a timely fashion, to the University's Academic Council and to the appropriate academic body at the College.

AU COURSE MATERIALS - Orders and Returns

- 1) Following discussion with the University, the College will request AU courses to be offered on site at Fleming, together with enrolment estimates, to the University at least 3 months prior to the start date of classes (note: six months is recommended in the case of fall semester offerings).
- 2) The College will provide shipping instructions to the University 4 – 6 weeks prior to the start date of classes.
- 3) The University will ship course materials to the contact person identified by the College before the start of classes.
- 4) The College will distribute course materials only to students who are registered in courses offered on site at the College and will institute appropriate follow-up procedures in the case of students who, for whatever reason, do not remain active.
- 5) The College will ensure that materials are securely held and accounted for, and will assist in the return of unused course materials by contacting the AU Manager, Ontario, who will ensure that the unused packages are returned to the University's Course Materials department.

Schedule of fees and payments for services provided by the College
in support of this Agreement.

1. For the services that the College will provide in support of AU courses delivered on-site at the Fleming campus under the terms of this agreement (Section 5 of the agreement), the following annual payments will be made to the College from the tuition revenue collected by AU.
2. These amounts are based on 2000/2001 AU tuition fees and Fleming estimates of costs, and are subject to annual review, based on cost changes at either institution, tuition fees changes, enrollment patterns, and other unanticipated factors. However, the amounts referred to below will be honored for at least the first 2 years after the start of the first classes delivered under this agreement.
3. Assuming an average class size between 20 and 30 for 10 AU classes delivered on campus at Fleming in year 1 (2001/2002), and for 16 such AU classes in year 2 (2002/2003) and thereafter, the University will pay to College:

a fixed amount of \$40,000 per annum;

a variable amount of \$6250 per class.

4. Notwithstanding the amounts listed under 3 above of this Appendix, the University shall, in the event that the average class size of those delivered under this agreement falls below that required to sustain the delivery of face to face classroom instruction, and with appropriate notice to the College and the students, reserve the right to cancel or adapt class sections, and explore with the College other ways in which the affected students can be served, such as:

Video-conferenced classes with students elsewhere;

Study circles, with facilitation provided by personnel contracted by AU;

Supported home study.