



Canadian Association of University Teachers
Association canadienne des professeures et professeurs d'université

Memorandum 20:27

Date: May 20, 2020

To: Presidents and Administrative Officers
Local, Federated and Provincial Associations

From: David Robinson, Executive Director

Re: **Remote Teaching during COVID-19**

As universities and colleges develop plans for the 2020-21 academic year, many are preparing for the continuation of remote instruction either fully or in part. The initial pivot to remote teaching in March, 2020 was a specific response to an immediate and urgent public health situation arising from the COVID-19 pandemic. As institutions now focus on longer-term planning, decisions about the 2020-21 academic year, including the mode of course delivery, should be made in consultation with academic staff associations, and respect collegial governance processes and collective agreements.

Many academic staff associations have existing collective agreement language or letters of understanding regarding on-line and remote teaching. Modifications to these agreements should be negotiated with the association. While some flexibility may be needed in order to comply with public health orders, academic staff associations should ensure that emergency teaching measures are temporary and solely in response to an extraordinary situation. Any agreement about modifications to the collective agreement and members' rights should be limited to the 2020-21 academic year, be reviewed regularly, and renewed only if conditions warrant.

Collegial Governance and Academic Freedom

Consistent with principles of collegial governance, the appropriate academic governance body should be responsible for all decisions about class cancellations, modifications, or the temporary continuation of remote teaching. In no case should the administration use the current situation to bypass collegial processes or assume final authority for academic decisions. The pandemic must not be used as a pretext to usher in a longer-term transformation of teaching.

The principle of academic freedom as well as specific language in many collective agreements grants academic staff the right to determine the mode of course delivery. Academic staff should have the right to determine the most pedagogically effective way to provide alternatives to in-class instruction and labs, subject to policies set by academic governance bodies and to the extent that alternatives might be necessary.

In the event that in-class instruction is not feasible, institutions and academic staff associations should ensure that academic freedom is not compromised in a remote teaching environment. Explicit protections should be in place to prevent data sharing, surveillance, and recording of on-line classes.

Special consideration should be given to students studying from abroad, as some course material may be blocked, monitored, or subject to censorship by local authorities, and potentially putting students and their families at risk.

Intellectual Property

Ownership over course materials has important implications for academic freedom, reputation, custody and control, and copyright. Academic staff should therefore retain their intellectual property rights over the content of their remote and on-line courses. Under no circumstances should on-line courses developed for internal use be shared with other institutions or transferred to third parties without the express permission of the course creator. Academic staff have the right to control the dissemination of their works and to make those works available under licensing arrangements of their choice.

When developing on-line course material, academic staff should be made aware of open educational resources, and follow the principle of fair dealing with respect to the use of copyrighted material. Fair dealing is a right to reproduce works without permission or payment within limits. In addition, the *Copyright Act* contains a number of specific exceptions that allow works to be reproduced without permission or payment. Some of these exceptions are limited to the educational context, while others are open to all users of copyrighted material. For more information, please consult [CAUT's Guidelines for the Use of Copyrighted Material](#).

Workload and Compensation

The development of on-line modes of instruction requires specialized technical support, training, and additional preparation time that will have an impact on workload. Administrations cannot simply expect staff to provide additional lectures, labs, and seminars to accommodate physical distancing protocols without additional staffing resources, credit, or compensation.

Some collective agreements have language that grants higher credit to on-line courses in the assignment of a member's overall workload. Such language can be used to ensure a fair and reasonable distribution of remote teaching workload. Some academic staff associations have negotiated additional compensation, particularly for contract academic staff who cannot benefit from course load reductions.

Associations should be aware of other factors that may affect remote teaching workloads. Class sizes and the availability of teaching assistants and markers should be considered. The appropriate academic bodies should determine class sizes and teaching and grading support, subject to applicable collective agreement language.

Institutions must also provide appropriate technological support and personnel. Necessary equipment and software must be provided by the institution, or expenditures made by staff must be reimbursed. Failure to provide adequate resources and support may give rise to a policy or individual grievance. Where the administration requires a member to incur expenses while working from home, it must issue tax documents in compliance with Canada Revenue Agency (CRA) guidelines.

Outsourcing

Some institutions may be considering the outsourcing of remote or on-line courses for the 2020-21 academic year. This may involve contracting with third-party providers, or sharing of courses between institutions in which classes are made available to students from other institutions using

shared on-line portals, credit transfer, recognition agreements, or collaboration among institutions to develop joint courses. These plans raise concerns around the outsourcing of the work of members. Academic staff associations must ensure that the work of developing, teaching, and revising courses remains in the bargaining unit.

Associations should resist the private provision of on-line courses, and should discourage course sharing if it leads to a loss of bargaining unit work. Course sharing may be used in some cases by members as a supplement, but never as a replacement, to existing courses.

Some collective agreements allow administrations to enter into contracts with individual members to license on-line courses and other commissioned work. The association is not a signatory to individual contracts, but should be copied on all correspondence between the member and the administration. Members should be advised of their right to seek association assistance prior to signing such contracts. The association's role is to ensure that no contract undermines academic freedom. Custody and control, and copyright should remain with the creator. Contracts should grant the institution no more than a one-year license allowing the course to be shared with specified partners. Associations should be watchful for contracts that give ownership to the institution or external partner, and for contracts that do not preserve the moral rights of the creator. In the absence of any explicit contractual terms to the contrary, copyright belongs to the creator.

In all cases, the creator should have the right to teach the course and should have control over revisions. Where it may be appropriate for these functions to be performed by different individuals, all should be members of the bargaining unit, the rights and responsibilities of each should be clearly spelled out, and the creator must give permission.

Equity and Inclusion

Remote teaching raises equity and accommodation issues for students and academic staff. Synchronous remote teaching will not be inclusive of students who may be in different time zones across the world. Some students and staff will have varying levels of access to a reliable Internet connection, devices, or required software. Academic staff may also need specialized support to ensure on-line materials are accessible to those with visual disabilities, hearing impairments, learning disorders, mental illness, and other accommodation needs.

Conclusion

Academic staff associations should ensure that decisions made around remote teaching fully respect collegial governance, academic freedom, and the collective agreement. While some flexibility in approach may be necessary, associations should seek to protect the following core principles:

- 1. Academic decisions should be made through normal collegial processes.** Academic staff, through their institution's governance bodies, must make all academic decisions, including those involving changes to the mode of delivery of courses.
- 2. Method of delivery is a pedagogical decision and an academic freedom right.** Academic staff, subject to collegially developed policies and provisions of the collective agreement, should determine the method of delivery for courses. In the current context, such decisions may be constrained by public health directives and safety considerations. However, academic staff should determine how best a course or program might be delivered remotely.
- 3. Copyright should remain with the course creator.** Academic staff should maintain copyright over the course materials they produce. In the absence of any explicit contractual terms to the contrary, copyright belongs to the creator(s).

- 4. Remote teaching arrangements should protect against contracting out and outsourcing.** Academic staff associations should be vigilant in protecting the work of the bargaining unit from outsourcing.
- 5. Staff should be compensated or credited for increased workloads.** Extra time required for the preparation and delivery of remote courses should be recognized and compensated.

For more assistance with issues arising from remote teaching, please do not hesitate to contact me or CAUT professional staff.