

# *FACNC STEWARD BULLETIN*

SEPTEMBER 9, 2020



## **PROTECTING YOUR INTELLECTUAL PROPERTY RIGHTS TO ONLINE COURSE MATERIALS**

The Union is currently investigating concerns raised over the Employer entering "moodle" accounts and copying individual faculty course materials which it may then be giving to other faculty who are assigned the same course. While you have the right to share your course materials with colleagues if you choose to do so [Article 16.3.2], there are significant problems with the Employer taking and using your course materials. This bulletin is a warning that this may happen to you and I am encouraging you to contact me if you discover that CNC has copied and/or given away any of your online course materials.

I have attached the relevant contract provisions from both the common and local sections of the collective agreement. To summarize, with the exception of article 16.3.2 the copyright and intellectual property provisions in the collective agreement do not apply in this case and faculty should therefore own and control any use of your course material by the Employer. You are required to submit a course outline and final grades to CNC.

To explain: Although it has complied in the past, CNC is now refusing to provide release time for the development of online courses [LOA Online & Distributive Learning #2(a) -attached]. We are not aware of any full-time faculty member who is receiving release time nor part-time faculty members who are receiving additional hours for the development of online courses. Subsequently, it is the

Union's view that the contract language in Article 5 of the common agreement does not apply since the work required to develop online courses is both beyond the parameters of your normal work assignment and you are not receiving release time or any additional time for the development of online courses.

The development of all the resources required to deliver an online course is very different, and normally far more time consuming than the preparation of course outlines and distributed notes for in person classes. This is the reason the parties negotiated and agreed to the LOA in 2005. For example, faculty who are developing online courses are faced with providing students with lecture materials as well as enhanced materials which anticipate questions and provide extensive examples to compensate for the lack of in person discussion in class. Faculty must also include all additional resources, for example: media files, references, discussion of online assignments, etc.

What does this mean in relation to the Employer taking your course materials from "moodle". While CNC owns this vehicle and your supervisors have access, it is the opinion of the Union that it does not have the right to explore, post, nor give away your material. The course outline and sharing course materials for predetermined evaluation purposes are the exceptions to this. If a comparison is made to in person classes, the surveying and/or use of your instructional materials is equivalent to a manager entering your office and searching through/taking away course files from your computer or course materials from your desk, shelves, or filing cabinet.

Finally, you may want to consider communicating with your students using personal email addresses and autonomous group programs for virtual communication.

In solidarity,

Jan Mastromatteo,

VP-Chief Steward [facnc\\_chiefsteward@telus.net](mailto:facnc_chiefsteward@telus.net)