# Model FE online teaching and learning agreement and accompanying guidance – August 2021

Since the Covid-19 pandemic started many employers have sought alternative means of providing teaching to learners. UCU believes that as restrictions ease, some employers and some staff will want to continue to find hybrid ways of teaching, which will mean some online delivery remains.

Some of this teaching will be delivered at a set time, with students able to participate or view live, some will be delivered through recorded materials and available to students over a period of time.

UCU believes that key priorities for online learning delivery should be:

* quality teaching and learning
* safety and wellbeing for staff and students
* workload protection.

## UCU's position

UCU is concerned that when staff are asked to deliver online or blended teaching that they are often not given sufficient time and training to prepare for, deliver, and review this new mode of teaching and learning. Sometimes they aren't even provided with the appropriate technology to ensure they can deliver the sessions properly.

When colleges haven't thought through their approach to online sessions this can put the security of the individuals involved at risk. We need to consider where teaching and learning takes place and how we create environments that are conducive to meaningful learning.

In some settings, it is expected that all or some of these online sessions will be recorded for future use, and UCU believes this could present another level of risk to staff and students. If a session is recorded in advance, then there is risk that teachers will lose control over their rights attached to the recording or the accompanying materials. With live online teaching, the concern is that students or managers could record the sessions, and inappropriately use, edit or disseminate them.

Employers need to give proper thought and consideration to how they will use such resources; how they will ensure staff safety; how they will safeguard students and ensure they are able to access these resources; how they will provide appropriate training, support, time and technology for staff undertaking this work; and how they will handle the personal data they are holding.

UCU believes that online or mixed media learning delivery can be a useful pedagogical tool if it is set up and used properly, but it is vital that the safety of teachers and learners is ensured.

## This guidance

The model FE online teaching and learning agreement should be read in conjunction with this guidance, to assist your branch in putting together and agreeing the best possible agreement.

The model agreement is trying to cover a wide range of issues, some of which will be new to colleges, others are the same issues manifesting in a different way. The agreement also attempts to do a degree of 'future-proofing', acknowledging that we can't predict where teaching technology will take us, but ensuring that the wellbeing of staff and students is at the heart of any agreement on this work.

This guidance seeks to provide evidence to support the asks in the agreement, helping to strengthen the branch's position when you are undertaking negotiations.

We do not recommend you share this guidance with the employer, just the model agreement, or your revised version of that agreement based on local circumstances.

We will run through each section of the model agreement in turn, linking to relevant guidance or legislation.

## Outline of the model agreement

### Preamble

Insert the name of your college here.

### Training

You may want to flesh out this section to include the current expectations teaching staff should have of the appropriate training that is available at your college, and the frequency of refresher training sessions which staff should be able to access.

### Developing online courses

You may wish to expand on this section to specify how much time should be put aside for the development of online courses and resources, and for this to be refreshed on a regular basis, or revised if delivery has to be moved to a new platform.

### Classroom management guidance

You may wish to specify environment, attire and behaviour expectations for students here, or reference a specific policy where this is already laid out or this will be laid out.

We have also included a mention here of consequences for students who record lectures without consent which would be a breach of the Data Protection Act 2018, and a breach of the performance rights of anyone appearing in the recording, if the recording is disseminated.

It should also be noted that should a student disseminate a recording made available by the college, or lift parts from the recording and edit them, this would also be a breach of copyright. Since copyright normally sits with the college, or is licensed to the college, it would be up to them to take action to challenge this breach. As a minimum we should expect colleges to contact websites and hosting services to ask for such content to be taken down. You may wish to include in your agreement actions the college will take should such a copyright breach take place.

### Copyright

Staff on permanent teaching contracts, working on college equipment, will not usually retain the copyright for materials they produce in the course of their employment.

There is usually a section in the employment contract that ensures the employer retains copyright. It is worth checking your contracts to ensure there is a section on this. If there isn't, then please contact your regional office for advice on the inclusion of section 5.1 in the model agreement.

In the Copyright Designs and Patents Act 1988, there is a differentiation between copyright in an audiovisual recording (a film) and an audio/sound recording. The Act assumes that copyright for a sound recording vests in the person who made the arrangements necessary for the production of the recording (this could be the member of teaching staff), whereas is in a film it would be the employer. This difference is recognised in section 5.2, and a licence for this copyright included in section 6.8 of the agreement.

Section 5.3 of the agreement deals with copyright of materials for those providing teaching who are not staff members and are paid by the hour. They retain copyright for their materials because they will be created outside the course of employment. You may wish to change the wording here to best describe the approach your college takes on hourly paid staff or remove this section if there are no hourly paid staff at your college.

### Data protection, performance rights and licensing

Personal data includes a recording of your voice or your image, so any audio or audiovisual recording of a teaching session is personal data.

Under the Data Protection Act 2018, an employer must cite one or more lawful purpose for holding that personal data and how that data will be processed. Branches should challenge a college where the lawful purpose for holding data does not appear to be appropriate. The Information Commissioner's Office website details the lawful purposes for the retention of personal data: [ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/)

As well as personal data, a recording could also contain special category data. Special category data includes information about someone's political opinions; religious or philosophical beliefs; racial or ethnic origin, health or trade union membership, anything that could create significant risks to the individual's fundamental rights and freedoms. You can find out more information about special category data here: [ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/special-category-data/what-is-special-category-data/](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/special-category-data/what-is-special-category-data/)

UCU believes that during the course of teaching, staff can share this sort of special category data and when this is done in a recorded session for retention by the college, then it requires a different approach to data protection. This data can only be held with explicit consent, and that is why the model agreement in section 6.10 specifies that teaching sessions can only be recorded with informed and explicit consent by the teaching staff involved. It is important that branches ensure this is in the agreement so teaching staff are the ones able to determine, using their professional expertise, the appropriateness of a recording taking place in view of the nature of the content being explored in the session.

Sections 6.7, 6.8 and 6.9 of this model agreement are licences for the college to use the recordings teaching staff have made. This is about laying out the ground rules for their use and ensuring that the resources teaching staff use aren't exploited by colleges to their detriment. By exerting these rights, staff are normalising the idea that a college doesn't have the right to hold recordings for ever and that the staff who make them have control over their reuse.

### Setting up the individual staff member

As with any new activity and specified in the Management of Health and Safety at Work Regulations 1999, college employers will need to undertake a suitable and sufficient risk assessment for online delivery, and of the working environment, for those delivering the teaching, but even if the activity has already commenced, colleges must still conduct risk assessments. The risk assessment and control measures must be completed prior to the activity commencing.

The AoC agreement (covering England) on guidance for regulating working hours in further education colleges confirms that colleges are required to conduct risk assessments on health and safety hazards and that includes assessing whether working hours are causing or could cause harm (clause 4.1): [www.ucu.org.uk/feagreements\_england#Employment](https://www.ucu.org.uk/feagreements_england#Employment)

Employers must undertake risk assessments of this new activity to ensure that Safe Systems of Work and other control measures are implemented to control risk and to ensure the health, safety and welfare of staff. As part of this process, the following issues will need to be addressed:

* the working environment of staff
* when and how they can deliver remotely, usually from home
* what adjustments need to be made to facilitate their ability to work properly in line with the Equality Act 2010 and guidance on vulnerable and BAME workers
* lone working arrangements for some staff - UCU has produced guidance on lone working which can be read here: [www.ucu.org.uk/media/10508/Lone-workingand-mobile-working-in-FE---UCU-guidance/pdf/ucu\_lone-mobile-workingguidance\_apr19.pdf](https://www.ucu.org.uk/media/10508/Lone-workingand-mobile-working-in-FE---UCU-guidance/pdf/ucu_lone-mobile-workingguidance_apr19.pdf)
* mental health and wellbeing of staff - UCU has also produced guidance on this which can be found here: [www.ucu.org.uk/media/5922/Supporting-members-withmental-health-conditions-and-issues-UCU-branchtoolkit/pdf/ucu\_supportingmembers-mentalhealthconditions.pdf](https://www.ucu.org.uk/media/5922/Supporting-members-withmental-health-conditions-and-issues-UCU-branchtoolkit/pdf/ucu_supportingmembers-mentalhealthconditions.pdf)
* the digital platform(s) used for the delivery of online teaching, including platform functionality and the level of control a lecturer will have over microphones and cameras to ensure good classroom management
* how sessions will be conducted, whether they will be interactive and how student behaviour will be monitored to minimise the stress on teaching staff.

This section of the model agreement also includes the requirement for the college to provide the required equipment for teaching staff to undertake their duties. As well as needing to ensure that staff are working in a healthy environment which meets their health, safety and welfare obligations and that they are Equality Act (2010) compliant, colleges will need to ensure that anyone working remotely is not breaching the college's obligation under the General Data Protection Regulations (GDPR), part of the Data Protection Act 2018. Any staff member handling student's personal data must comply with the college's procedures and shouldn't be using personal devices to process that data.

In section 7.6, the model agreement picks up the issue of hybrid or dual delivery, i.e. simultaneous online and face-to-face delivery. We know that this has been happening in colleges, but unquestionably to has an effect on the quality of the teaching anyone can deliver and the experience of students. The agreement seeks to ensure that such delivery is the exception. If branches wish to oppose hybrid delivery completely, they should amend this section of the agreement and section 4.3.

Section 7.9 and 7.10 deal with lone working and the impacts on individual staff. Branches are reminded that UCU has provided guidance on lone working which can be read here: [www.ucu.org.uk/media/10508/Lone-workingand-mobile-working-in-FE---UCU-guidance/pdf/ucu\_lone-mobile-workingguidance\_apr19.pdf](https://www.ucu.org.uk/media/10508/Lone-workingand-mobile-working-in-FE---UCU-guidance/pdf/ucu_lone-mobile-workingguidance_apr19.pdf)

Section 7.11 of the agreement picks up the issue of the additional costs of homeworking. The weekly allowance suggested here is the amount the government currently allows you to claim tax relief on ([www.gov.uk/tax-relief-for-employees/working-at-home](https://www.gov.uk/tax-relief-for-employees/working-at-home)).

### Safeguarding and live online teaching sessions

The college will need to establish some ground rules for how students will learn, to protect students, the college, and the staff. It will also need to consider the learning environment of students, and how and when they will access learning, plus any adjustments that may need to be made to support them.

### Healthy online working

Under the Health and Safety (Display Screen Equipment) Regulations ([www.hse.gov.uk/msd/dse/](https://www.hse.gov.uk/msd/dse/)) employers must protect workers from the health risks of working with display screen equipment (DSE), such as PCs, laptops, tablets and smartphones.

The DSE regulations apply to workers who use DSE daily, for an hour or more at a time. The law applies if users are:

* at a fixed workstation
* mobile workers
* home workers
* hot-desking (workers should carry out a basic risk assessment if they change desks regularly).

Employers must:

* do a DSE workstation assessment
* reduce risks, including making sure workers take breaks from DSE work or do something different
* provide an eye test if a worker asks for one
* provide training and information for workers.

Incorrect use of DSE or poorly designed workstations or work environments can lead to pain in necks, shoulders, backs, arms, wrists and hands as well as fatigue and eye strain. The causes may not always be obvious.

The law says employers must plan work so there are breaks or changes of activity for employees regularly using Display Screen Equipment. There is no legal guidance about how long and how often breaks should be, this depends on the kind of work you are doing. More frequent short breaks are better than longer ones taken less often. For example, 5 to 10 minutes every hour is better than 20 minutes every 2 hours.

Ideally, workers should be able to choose when to take breaks, but it is important that colleges include proper rest breaks in their workload planning, so in this section of the model agreement we are making a recommendation about how this can be achieved when teaching staff are undertaking online sessions.

Breaks or changes of activity should allow workers to get up from their workstations and move around, or at least stretch and change posture.

### Workload and contact time

Section 10.1 of the model agreement reflects in contact time the recommendation we have made in the agreement for scheduled breaks during online teaching sessions.

The AoC agreement (covering England) on guidance for regulating working hours in further education colleges acknowledges that periods spent outside of classroom contact time, performing other duties such as marking and preparing lessons etc. should be agreed as part of working time (clause 3.2): [www.ucu.org.uk/feagreements\_england
#Employment](https://www.ucu.org.uk/feagreements_england#Employment)

In Wales, a national agreement on workload was signed off between the industry body and local unions in 2013: [www.ucu.org.uk/feagreements\_wales](https://www.ucu.org.uk/feagreements_wales). The national agreement forms the basis for local agreements and bargaining around the terms and conditions of staff. Most importantly, it is contractually binding and includes clauses that regulate working hours, defines professional responsibilities and set limits around teaching and non-teaching duties.

A similar situation also exists in Northern Ireland. The National Contract for Lecturers (2011) is contractually binding on all colleges and includes hours of work clauses which set limits around the number of annual and weekly hours a lecturer can be required to work: [www.ucu.org.uk/feagreements\_ni](https://www.ucu.org.uk/feagreements_ni). The number of student contact hours are also strictly defined and overtime clauses are also included.

UCU has already produced guidance on tackling excessive workloads in FE - [www.ucu.org.uk/#workloads](https://www.ucu.org.uk/#workloads) (you will need to login to access this guidance) and accompanying resources which can be found here: [www.ucu.org.uk/workloadcampaign](https://www.ucu.org.uk/workloadcampaign)

Many colleges will already have agreements or contracts which specify what duties are included in contact time, and the number of contact hours across the working week and the working year that individuals shouldn't exceed. Branches may need to review the activities included in contact time, as specified in section 10.2 of the agreement, in light of any new expectations placed on staff, and should consider including the following things:

* timetabled classes (including 'repeat' classes that may be a consequence of caps on student numbers in a classroom as a result of social distancing rules)
* online teaching (both large and small group work)
* cover for absent colleagues
* workshops
* seminars
* tutor group responsibilities
* revision classes
* one to one tutorials
* educational visits (UCU would not expect educational visits to be taking place during restrictions imposed by the Covid-19 pandemic)
* exam invigilation
* providing additional support to new and returning students as a result of the Covid-19 pandemic.

Generally, the wider the definition the harder it is for the employer to load additional teaching related activities onto staff without breaching the agreed weekly limit on contact time.

Section 10.3 of the agreement agrees a review of the workload model in place at the college. It may be the case that you don't currently have a workload model. If that is the case, the branch should decide whether it is appropriate to keep this section in the agreement.

In section 10.4 of the model agreement, we have included the right to disconnect. Although this isn't fleshed out here, branches could discuss with colleges what they will do to help staff disconnect outside working hours (e.g. stopping or deleting emails that are sent, or preventing access to college systems) beyond this statement of the right to switch off.

### Lesson observations

UCU is aware that some colleges have already used online lessons to check on the methods lecturers are using, sometimes without prior agreement. Although we appreciate the need to ensure that online delivery works well, UCU believes it is even more important when staff are undertaking newer modes of delivery that the approach to lesson observations is a supportive, collective, and reflective endeavour, which fully appreciates the difficult situation that staff, students and colleges find themselves in. UCU believes that the approach outlined in the lesson observation FE negotiating pack is the appropriate basis for a discussion with management about how lesson observations will be handled when delivery has to be conducted online: [www.ucu.org.uk/media/6936/Lesson-observations-UCU-further-education-negotiating-pack---A-practical-guide-to-negotiating-lesson-observation-policies-in-further-education-Nov-14/pdf/ucu\_lessonobs\_fenegpack\_nov14.pdf](https://www.ucu.org.uk/media/6936/Lesson-observations-UCU-further-education-negotiating-pack---A-practical-guide-to-negotiating-lesson-observation-policies-in-further-education-Nov-14/pdf/ucu_lessonobs_fenegpack_nov14.pdf)

### Remote monitoring of staff

UCU is aware that many teaching staff have found that their college has been remotely monitoring their work whilst they have been working from home. Such an approach throws up a number of legal issues for employers, since this could mean the holding of personal data and their need to comply with the Data Protection Act 2018.

Much like for the recording of teaching sessions, the college must cite one or more lawful purpose for the holding of such personal data and say how that data will be processed. Branches should challenge a college where the lawful purpose for holding data does not appear to be appropriate. The Information Commissioner's Office website details the lawful purposes for the retention of personal data: [ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/)

An organisation must conduct a Data Protection Impact Assessment (DPIA) for processing that is likely to result in a high risk to individuals. Since monitoring software used when staff are homeworking could present an intrusion to their private lives, then UCU believes this presents a high risk, and has included a DPIA in section 12.4 of the model agreement. More information can be found on DPIA's here: [ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/accountability-and-governance/data-protection-impact-assessments/](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/accountability-and-governance/data-protection-impact-assessments/)

Section 12.5 of the model agreement acknowledges that artificial intelligence (AI) and automated decision making (which is crucial to remote monitoring software) present a risk to staff and as such there should be a clear agreement between the branch and the college about how such technology can be ethically used. UCU is in the process of drawing up guidance on ethical AI, and branches should contact their regional offices for support on drawing up such an agreement if their college is willing to do so. The TUC has produced a manifesto on Dignity at Work and the AI revolution which branches can read here: [www.tuc.org.uk/sites/default/files/2021-03/The\_AI\_Revolution\_20121\_Manifesto\_AW.pdf](https://www.tuc.org.uk/sites/default/files/2021-03/The_AI_Revolution_20121_Manifesto_AW.pdf)

## Model FE online teaching and learning agreement

1. **Preamble**

1.1 This agreement between UCU (hereafter known as the union) and XXXX College (hereafter known as the College) is to ensure that quality teaching and learning provision is available for students and the best working arrangements possible for staff, which ensure everyone has a manageable workload.

1.2 Key considerations for all parties are access to the necessary technology and a suitable working environment that protects everyone's health, safety and welfare.

1. **Training**

2.1 A key part of ensuring effective delivery of online teaching sessions is providing the appropriate training for those delivering and supporting the sessions. This involves sessions covering the use of any new IT equipment, any platforms used and how teaching staff can use these effectively to support students and ensure good classroom management.

2.2 No lecturer should be asked to teach on a platform for which they have received no training or on IT equipment they haven't been supported to set up or test appropriately.

2.3 The College and Union understand that to ensure ongoing effective online teaching delivery, update training on platforms and best practice sessions for online teaching including safeguarding, must be run on a regular basis for all teaching staff and learning support staff, with paid time off from teaching for their meaningful participation in them. The parties agree this applies to all teaching staff irrespective of contract type.

1. **Developing online courses**

3.1 Online teaching and learning became a reality during the COVID-19 pandemic, and repeated shutdowns for many students. The union acknowledges that in such situations it is not always possible to spend much time developing online courses, and teaching staff will need to use their experience to deliver the best teaching possible in the circumstances.

3.2 However, if the College decides to run courses partially or totally online outside such extreme circumstances, the College acknowledges that sufficient time will need to be devoted to developing a plan for the management of the curriculum online and producing the resources to support this.

1. **Classroom management guidance**

4.1 As well as providing training on the platforms to ensure teaching staff can maintain good classroom management, the College agrees to draw up clear rules for the participation of students in classes and lectures.

4.2 These guidelines will make clear the appropriate environment and attire for students to participate in live lessons. It will spell out what behaviour won't be tolerated in online sessions, and spell out the consequences for such disruptions. It will also make clear that students cannot make their own recordings of teaching sessions, nor edit/share recorded sessions that are made available to them by the college, and again will spell out the consequences for such behaviour. These guidelines will act as guidance for the type of actions teaching staff can take in certain situations, up to and including removal from a session where appropriate.

4.3 The College acknowledges that dual or hybrid delivery, i.e. simultaneous delivery face-to-face with students and online, makes good classroom management impossible. The Union and the College agree that dual/hybrid delivery of teaching sessions will not be a normal practice, and will only be undertaken should additional teaching support be provided, and with the agreement of the lecturer.

1. **Copyright**

5.1 The Union acknowledges that the copyright for recorded teaching sessions and the accompanying materials sits with the College when staff record the sessions on equipment provided by the College.

5.2 Where staff are making audio recordings (e.g. slides with the member of teaching staff's voice recorded over the top) in their own home on their own equipment, the copyright will be retained by the individual member of teaching staff. Such sessions will be licensed to the College on the terms specified in section 6.8 of this agreement.

5.3 Where teachers are employed on an hourly basis, or under a contract for services, then the College acknowledges that copyright for the accompanying materials is retained by the individual teacher, since these will have been developed outside the course of employment. Such materials will be licensed to the College on the terms specified in section 6.9 of this agreement.

1. **Data Protection, Performance Rights and Licensing**

6.1 The College accepts that when audio or video recordings are made of teaching staff delivering sessions this amounts to personal data. This personal data will be held with reference to the General Data Protection Regulation requirements in the Data Protection Act 2018 and outlined in this policy [link to College Data Protection policy].

6.2 The lawful purpose for holding this data is [*College to insert here their lawful purpose for holding this data].*

6.3 The College acknowledges that it is possible that Special Category Data may be collected during the recording of teaching sessions. Since such personal data can only be held with the consent of the individual concerned, the College will ensure that teaching staff will be given the time to review and edit recordings before they are shared, and if it is not possible for such data to be removed from the recordings, then they will not be retained by the College for future use.

6.4 The College acknowledges that personal data should be held for no longer than needed for the purpose for which it is held. In the case of recordings of teaching sessions, the College and Union agree that since this is about providing access to teaching sessions for students, the appropriate time period would be the end of the academic year that the recording was made, or until re-sits are completed if that is later.

6.5 The parties also agree that recordings will only be used for the cohort of students on the relevant course and that recordings will not be used to substitute for teaching sessions during industrial action.

6.6 The College recognises that any staff member participating in a recorded teaching session will accrue Performance Rights, and as such they will need to agree to the circumstances in which these will be licensed to the College as the employer.

6.7 The College and Union agree a licence for the Performance Rights of teaching staff in video and audio recordings for the academic year in which the recordings are made, and for distribution to be limited to the relevant cohort of students. The licence does not extend to the use of such recordings during industrial disputes. Any other uses of the recordings must be agreed with the staff member concerned, who is entitled to union/legal advice before agreeing anything further on their Performance Rights. The College agrees that no one shall be pressured or coerced into extending this licence.

6.8 The College and Union agree a licence for the copyright retained by staff using their own equipment in audio recordings for the academic year in which the recordings are made, and for distribution to be limited to the relevant cohort of students. The licence does not extend to the use of such recordings during industrial disputes. Any other uses of the recordings must be agreed with the staff member concerned, who is entitled to union/legal advice before agreeing anything further on their copyright. The College agrees that no one shall be pressured or coerced into extending this licence.

6.9 The College and Union agree a licence for the copyright retained by hourly paid teaching staff and those on contracts for services for their accompany materials incorporated in recorded teaching sessions for the academic year in which the recordings are made, and for distribution to be limited to the relevant cohort of students. The licence does not extend to the use of such materials during industrial disputes. The College acknowledges that these workers may use these materials when delivering teaching sessions for other employers.

6.10 If the College wants to record a teaching session, informed consent will be sought from the individual staff member(s) involved, and no one will be forced to record their teaching sessions. The College accepts that staff may have a variety of different reasons for not wishing to participate in a recorded session and that staff on casualised contracts could be put under undue pressure to record their teaching sessions because of the fear of losing teaching hours. The College rejects such an approach to staff on any contracts. The College will ensure that no one will suffer a detriment for refusing their permission for the recording of a session and will take action against anyone pursuing such an approach with the staff they manage.

1. **Setting up the individual staff member**

7.1 The College and Union agree that a suitable and sufficient risk assessment for online teaching delivery and the working environment for this task should have been conducted prior to this activity commencing. Given the circumstances of the pandemic, this was not possible, but upon the completion of this agreement such a risk assessment will be conducted and reviewed on a regular basis. This risk assessment will ensure that safe systems of work are established for both recorded and live teaching sessions, which will be shared with all teaching staff, on whatever type of contract, who are asked to undertake this work.

7.2 Before any online working from home takes place (or as soon as practicable after it has begun), the College agrees to provide the staff member with the necessary equipment to undertake the work, including covering the cost of a broadband connection should one not already be in place.

7.3 Once the technology is in place, the College will ensure that a workstation assessment takes place, with any other necessary equipment such as a chair/desk/printer/paper etc being provided as required.

7.4 If there is an expectation that the staff member whilst working from home is required to call students, the College acknowledges that this means they will be handling students' personal data, and that this shouldn't be processed on personal devices to ensure GDPR provisions aren't breached and safeguarding policy is upheld. In such circumstances a mobile phone will be provided to the staff member. If the mobile phone signal is not sufficient when the staff member works from home, then the College will cover the cost of fitting a landline and its ongoing provision. Where a landline already exists, the College will set up a secure means of using this, and cover the costs of contacting the students.

7.5 Where online teaching is taking place from a college building, then the College will ensure an assessment of the workstation and location are undertaken. If a member of teaching staff works in an open plan office, then the College will ensure that a separate, properly set-up room is made available for the preparation, delivery and immediate follow-up created as a result of the online session.

7.6 The Union and the College agree that dual or hybrid delivery – where a member of teaching staff is expected to simultaneously undertake face-to-face and online teaching – will not normally happen. If in exceptional circumstances dual/hybrid delivery is necessary, then additional teaching support must be provided, and the lecturer must agree to undertake the teaching session. No one will be coerced into dual/hybrid delivery.

7.7 The College and the Union agree that if the necessary equipment, technology and teaching environment cannot be provided, then online teaching sessions shouldn't take place.

7.8 The College will ensure that reasonable adjustments are made in line with the Equality Act 2010 to ensure that teaching staff's working environment facilitates them to engage with work properly when teaching online, and that where there are insurmountable barriers to achieving this, then no member of teaching staff will be forced to teach online.

7.9 The mental health and wellbeing of staff working from home needs to be monitored and the College and Union agree to establish a proper process for this which isn't intrusive into their personal lives, but ensures that such staff are not forgotten or ignored by those located in College buildings.

7.10 The College and the Union agree that the Lone Working Policy applies to teaching staff working from home.

7.11 The College and the Union agree that where staff are home working regularly or on a permanent basis then they will incur extra costs as a result. Therefore, the College will ensure that all staff working at home will receive an additional allowance of £6 per week automatically paid upon agreement of the working arrangement, and until that arrangement ends.

1. **Safeguarding and live online teaching sessions**

8.1 The College and the Union agree to draw up a set of rules for student participation in live online teaching sessions, to ensure the safeguarding of students when joining the session. These will cover dress codes; where students can join sessions when they are learning from home, and make it clear what behaviour won't be tolerated.

8.2 These rules will also make it clear what the consequences will be for students if they break them, and empower teaching staff to act should the rules be broken.

8.3 Live online teaching sessions will only be scheduled following a discussion between the staff delivering it and their line manager. Proper consideration should be given to the personal circumstances of the lecturer involved, and they should not be made to deliver under circumstances which will cause them undue stress, such as having to undertake childcare at the same time.

8.4 When teaching staff are due to lead live online teaching sessions, a planning discussion will take place in advance of the session to ascertain what additional learning support will be required in the session. When the number of students in an online session exceeds 10 people, at least one other member of teaching or learning support staff will be present to ensure that good classroom management can be maintained and a quality teaching session can be delivered.

1. **Healthy online working**

9.1 The College acknowledges that the Display Screen Equipment regulations apply to teaching staff delivering online. In order to ensure sufficient screen breaks, all online teaching sessions will last no longer than 50 minutes, followed by a 10-minute break from the screen, and if necessary any further teaching session in a similar pattern. Teaching staff will only be asked to undertake a maximum of two 50 minutes session back-to-back without a longer break.

1. **Workload and Contact Time**

10.1 Any 50 minute online teaching session will amount to one hour of contact time.

10.2 The College and the Union agree to review the duties specified as contact time to ensure these properly reflect the additional requirements created by teaching online.

10.3 The College and the Union agree to review the workload model currently in place to ensure this properly reflects the additional requirements created by teaching online.

10.4 The College acknowledges the right of staff to disconnect from work, and will have no expectations of staff working outside their normal working hours.

1. **Lesson observations**

11.1 The College and the Union agree that lesson observations should be supportive and collaborative.

11.2 In order to ensure such an approach, the College agrees that lesson observations will not be conducted in online sessions should they be running to support a closure of the College to most students.

11.3 The College agrees that lesson observations will only take place for live online sessions where the teaching staff have been notified in advance, and the areas for the observation have been agreed with the relevant member(s) of teaching staff. Proper feedback will be provided to staff afterwards, with any training needs identified and met. Such lesson observations will not be graded.

1. **Remote monitoring of staff**

12.1 The College and the Union agree that although it is important to check in with staff who are working remotely to ensure their wellbeing, it is also important to respect their professional autonomy, showing them respect and trust, which is crucial to a good working relationship.

12.2 The College acknowledge that remote monitoring technology will gather data about individuals, and that some of this will be personal data covered by the Data Protection Act 2018, so a lawful purpose for the retention of this data must be identified.

12.3 The lawful purpose for holding this data is [*College to insert here their lawful purpose for holding this data].*

12.4 The College will not implement such remote monitoring technology without a full Data Protection Impact Assessment being conducted; and without clarity about what personal data the College and the technology company will retain, the lawful purpose for this and the period for which this data will be held.

12.5 The College and the Union agree to draw up a policy on the ethical use of artificial intelligence and automated decision making, often used in remote monitoring software. This policy will ensure that such systems retain and use minimal amounts of personal data, for the minimum amount of time, and allow staff the right to human review of any automated decision.