

TITLE: Academic Freedom Policy

Date of Approval:

October 25, 2006 (BoG); March 28, 2019

Effective Date: September 3, 2019

Mandatory Review

Date:

September 3, 2022

Approved By:

Board of Governors

President and Vice Presidents

Senate

1. Purpose

A culture infused with the principles associated with academic freedom is necessary to foster creativity and innovation, to advance learning, and to enable knowledge discovery and dissemination. Sheridan is committed to ensuring that its Academic Members enjoy the rights and responsibilities associated with Academic Freedom (as defined below) in an environment dedicated to teaching, scholarship, research, and creative activities (as defined below).

The purpose of this policy is to:

1. Define Academic Freedom at Sheridan;
2. Establish the rights and responsibilities of both Sheridan and its Academic Members as related to Academic Freedom and Teaching, Scholarship, Research and Creative Activities.

2. Scope

The rights and responsibilities granted by this policy apply to all Academic Members at Sheridan, in the context of the freedom to create curriculum, teach, evaluate, investigate, enquire, and to engage in Research, Creative Activities, and Scholarship.

The exercise of Academic Freedom must be within the parameters established by Ontario's Colleges of Applied Arts and Technology Act (2002), Ministry of Training, Colleges and Universities (MTCU) College Program Standards, MTCU Framework for Programs of Instruction, MTCU Binding Policy Directives, Support Staff Collective Agreement Between College Employer Council and Ontario Public Service Employees Union, Academic Employees Collective Agreement Between College Employee Council and Ontario Public Service Employees Union and any applicable legislation.

3. Definitions

“Academic Freedom” means the freedom to create curriculum, teach, evaluate, investigate, enquire and conduct research, engage in creative activities, scholarship and to perform service, without fear of reprisal or sanction.

“Academic Members” means all members of Sheridan community (faculty, staff, administration) who enjoy academic subject matter authority in the engagement of curriculum design and delivery, research, inquiry and creative activities and/or the performance of service related to academic matters in the College. For the purpose of this policy, students fall under the purview of an Academic Member who will serve as their advocate.

“Course Outline” means a detailed description of a course that specifies learning outcomes to be achieved and how the learning outcomes will be evaluated.

“Creative Activities” means public performance, creative or design practice and/or productivity relevant to the discipline¹ and intended to contribute to the field.²

“Disciplined inquiry” means an inquiry that is conducted with the expectation that the method, results, and conclusions will be able to withstand the scrutiny of the relevant research community.³

“Evaluation” means the determination of the quality of work (of students) based upon defined criteria (e.g. rubric, grading scheme). Evaluation is usually communicated using a numeric and/or alpha grade.

“Faculty” means all teaching members as covered under the Academic Employees Collective Agreement and those with part-time and sessional statuses.

“Members” means all members of the Sheridan community including members of the Board of Governors, Staff, Faculty, Administrators, Agents and Students.

“Research” means an undertaking intended to extend knowledge through a disciplined inquiry and/or systematic investigation.⁴

“Scholarship” means the endeavour of pursuing, creating and disseminating knowledge through critical review and exchange in research and other scholarly activities.

¹ OCAD University, Award for Excellence in Early Research, Scholarship and Creative Activity Definitions and Guidelines (Toronto, ON: OCAD University, 2013), accessed January 30th, 2017, https://www2.ocadu.ca/sites/www2.ocadu.ca/files/documents/OCADU_ESR_Award_Guidelines_2019.pdf

² University of Kansas, College of Liberal Arts and Sciences Procedure: Promotion and Tenure Procedure, Visual Art Department (Kansas, KS: University of Kansas, 2015), accessed January 30th, 2017, <http://policy.ku.edu/CLAS/promotion-tenure-visual-art>

³ Panel of Research Ethics, Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans (TCPS 2) (Ottawa, ON: Government of Canada, 2014), accessed January 25th, 2017, https://ethics.gc.ca/eng/policy-politique_tcps2-eptc2_2018.html

⁴ Ibid

“Service” means participation in meaningful organized activities other than teaching or research that serves the College (intramural), extramural service (such as activities in professional service to administrative agencies and professional organizations in the faculty member's discipline), and public/community service, or outreach. Volunteerism that is relevant to the discipline, and that reflects positively on faculty status as an academician, shall also be considered as Service.⁵

4. Policy Statement

4.1 Rights

- 4.1.1 Academic Freedom may be exercised by Academic Members with the right to take intellectual risks and address controversial subjects in the pursuit of teaching, Scholarship, Research and Creative Activities.
- 4.1.2 Academic Members have the right to publish the results of their Scholarship, Research and Creative Activities without interference or censorship by Sheridan, its agents or others.⁶
- 4.1.3 Academic Members have the freedom to create, exhibit, perform or adjudicate works of art all without deference to prescribed doctrine.⁷
- 4.1.4 Academic Members have the right to exercise professional judgment in the acquisition of Library materials, and in ensuring that these materials are freely accessible to all bona fide teaching and research purposes, no matter how controversial these materials may be.⁸
- 4.1.5 Academic Freedom includes the right to teach approved and assigned courses without fear of censure or interference. To that end, Academic Members have the right to select course materials, content, methodology, and sequence of topics to be taught. Academic Members shall exercise

⁵ Mel and Eni Zuckerman Arizona College of Public Health, Appointment, promotion and tenure guidelines, (Arizona: 2000), accessed January 25th, 2017, <https://hub.coph.arizona.edu/sites/default/files/pdfs/Final%20PnT%20Guidelines.pdf>

⁶ Queen's University, Collective Agreement (Faculty, Librarians and Archivists) between Queen's University Faculty Association (QUFA) and Queen's University at Kingston August 21, 2015-April 30, 2019 (Kingston, ON: Queen's University, 2015), 29, section 14.2 c., accessed January 25th 2017,

<http://www.queensu.ca/facultyrelations/sites/webpublish.queensu.ca.frowww/files/files/CA%202015-19%20with%20changes%20marked%20and%20compensation%20added.pdf>

⁷ University of Western Ontario, Faculty Collective Agreement between the University of Western Ontario and the University of Western Ontario Faculty Association July 1, 2014-June 30, 2018 (London, ON: University of Western Ontario, 2014), p. 6, para. 1, accessed January 24th, 2017, http://www.uwo.ca/facultyrelations/pdf/collective_agreements/faculty.pdf

⁸ Queen's University, Collective Agreement (Faculty, Librarians and Archivists) between Queen's University Faculty Association (QUFA) and Queen's University at Kingston August 21, 2015-April 30, 2019 (Kingston: ON: Queen's University, 2015), 29, section 14.2 e., accessed January 24th, 2017,

<http://www.queensu.ca/facultyrelations/sites/webpublish.queensu.ca.frowww/files/files/CA%202015-19%20with%20changes%20marked%20and%20compensation%20added.pdf>

this freedom responsibly within the requirements of the approved Course Outline.⁹

- 4.1.6 Academic Members have the right to participate in collegial decision-making processes and service, including but not limited to the development of curriculum and pedagogy; new programs; new course offerings; modifications of existing courses; and degree, diploma, or certificate requirements.¹⁰
- 4.1.7 Academic Members have the right to express their opinions, which include opinions about Sheridan, its administration and society at large, which shall be subject to the corresponding responsibilities below.
- 4.1.8 Academic Freedom does not require neutrality; rather, it carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to Disciplined Inquiry and base research, teaching, publication and other forms of scholarly expression in an honest search for knowledge and truth.¹¹

4.2 Responsibilities

- 4.2.1 Sheridan Members agree to uphold and protect the principles of Academic Freedom as specified herein and not to infringe upon or abridge them.¹²
- 4.2.2 In the exercise of Academic Freedom, all Members of the Sheridan community shall not infringe on their colleague's Academic Freedom.
- 4.2.3 Academic Members shall exercise their rights "subject to the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge." This duty also applies with respect to Creative Activities.

⁹ Memorandum of Agreement between Grant MacEwan University Board of Governors and the Grant MacEwan Faculty Association" (Edmonton, AB: Grant MacEwan University, 2015), 2, section 29.3.1, accessed January 25th, 2017, <https://www.macewanfa.ca/governance/collective-agreement-and-amendments>

¹⁰ Ibid, p. 2, section 29.3.2

¹¹ University of New Brunswick, Thirteenth Collective Agreement between the University of New Brunswick and the Association of University of New Brunswick Teachers, Full time (Group 1) July 1, 2016 – June 30, 2020 (New Brunswick: University of New Brunswick, 2016), 14.03, accessed January 25th, 2017, http://unb.ca/hr/_resources/pdf/agreements/aunbftca20162020.pdf

¹² The University of Western Ontario, Collective Agreement between the University of Western Ontario and the University of Western Ontario Faculty Association July 1, 2014-June 30, 2018 (London, ON: University of Western Ontario, 2014), p. 6, section 3, accessed January 24th, 2017, http://www.uwo.ca/facultyrelations/pdf/collective_agreements/faculty.pdf

- 4.2.4 Both Members and Academic Members shall ensure that Research funding and other external relationships do not interfere with the rights to Academic Freedom enshrined herein.
- 4.2.5 In exercising their right to act and express views as public citizens, Academic Members should not purport to speak on behalf of Sheridan unless so authorized. An indication of affiliation with Sheridan should not be construed as speaking on behalf of Sheridan.¹³
- 4.2.6 Sheridan shall play a role that supports, protects and promotes Academic Freedom, by providing the infrastructure, opportunities and facilities conducive to fostering Academic Freedom, which shall be subject to available resources and Sheridan's mission, vision and Strategic Plan.
- 4.2.7 Academic Freedom does not confer legal immunity; nor does it diminish the obligation of Academic Members to meet their responsibilities to Sheridan outside of the context of Academic Freedom.¹⁴

RESPONSIBLE EXECUTIVE:

The Provost and Vice President, Academic will interpret and apply the policy and has the responsibility to draft any associated procedures. The Provost and Vice President, Academic has the responsibility to approve any associated procedures related to the non-Faculty bargaining unit Academic Members.

Responsible Executive: Provost and Vice President, Academic

Contact: Executive Assistant to the Provost and Vice President, Academic

¹³ Queen's University, Collective Agreement (Faculty, Librarians and Archivists) between Queen's University Faculty Association (QUFA) and Queen's University at Kingston August 21, 2015 - April 30, 2019 (Kingston, ON: Queen's University, 2015), 29-30, Section 14.6, accessed January 24th 2017,

<http://www.queensu.ca/facultyrelations/sites/webpublish.queensu.ca.frowww/files/files/CA%202015-19%20with%20changes%20marked%20and%20compensation%20added.pdf>

¹⁴ Ryerson University, Collective Agreement between the Board of Governors Ryerson University and the Ryerson Faculty Association in force until June 30, 2018, (Toronto, Ryerson University, 2015), article 11.G, accessed January 25th, 2017, http://www.ryerson.ca/content/dam/teaching/rfa_docs/rfa_ca_2016/RFA_CA_2015_to_2018.pdf

5. Related Documentation (Procedures/Additional Policies/Forms)

[Academic Employees Collective Agreement Between College Employee Council and Ontario Public Service Employees Union](#)

[Use and Welfare of Animals in Teaching Policy](#)

[Conflict of Interest Policy](#)

[Use of Copyright Protected Work Policy](#)

[Discrimination and Harassment Policy and Procedures](#)

[Human Participants Policy](#)

[Intellectual Property Policy](#)

[Research Integrity Policy](#)

[MTCU Framework for Programs of Instruction](#)

[MTCU College Program Standards](#)

[MTCU Binding Policy Directives and Operating Procedures](#)

[Ontario's Colleges of Applied Arts and Technology Act](#)

[Privacy Policy](#)

[Support Staff Collective Agreement Between College Employer Council and Ontario Public Service Employees Union](#)

[The Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans \(TCPS2\)](#)

Bibliography

Mel and Eni Zuckerman Arizona College of Public Health. Appointment, Promotion and Tenure Guidelines. (Arizona: 2000). Accessed January 25th, 2017.

<https://hub.coph.arizona.edu/sites/default/files/pdfs/Final%20PnT%20Guidelines.pdf>

Memorandum of Agreement between Grant MacEwan University Board of Governors and the Grant MacEwan Faculty Association. Edmonton, AB, Grant MacEwan University, 2015. Accessed January 25th, 2017.

<http://macewanfa.ca/public/download/documents/20970>

OCAD University. Award for Excellence in Early Research, Scholarship and Creative Activity Definitions and Guidelines. Toronto, ON: OCAD University, 2013. Accessed January 30th, 2017. <http://www.ocadu.ca/AssetFactory.aspx?did=555>

Panel of Research Ethics. Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans (TCPS 2). Ottawa, ON: Government of Canada, 2014. Accessed January 25th, 2017. <http://www.pre.ethics.gc.ca/eng/policy-politique/initiatives/tcps2-eptc2/Default/>

Queen's University. Collective Agreement (Faculty, Librarians and Archivists) between Queen's University Faculty Association (QUFA) and Queen's University at Kingston August 21, 2015- April 30, 2019. Kingston, ON: Queen's University, 2015. Accessed January 25th, 2017.

<https://www.queensu.ca/facultyrelations/sites/webpublish.queensu.ca.frowww/files/files/CA%202015-19%20with%20changes%20marked%20and%20compensation%20added.pdf>

Ryerson University. Collective Agreement between the Board of Governors Ryerson University and the Ryerson Faculty Association in force until June 30, 2018. Toronto: Ryerson University, 2015. Accessed January 25th, 2017.

https://www.ryerson.ca/content/dam/faculty-affairs/rfa-collective-agreement/RFA_CA_2015_to_2018.pdf

University of Kansas. College of Liberal Arts and Sciences Procedure: Promotion and Tenure Procedure, Visual Art Department. Kansas, KS: University of Kansas, 2015. Accessed January 30th, 2017. <http://policy.ku.edu/CLAS/promotion-tenure-visual-art>

University of New Brunswick. Thirteenth Collective Agreement between the University of New Brunswick and the Association of the University of New Brunswick Teachers, Full time (Group1) July 1, 2016 – June 30, 2020. New Brunswick: University of New Brunswick, 2016. Accessed January 25th, 2017.

http://unb.ca/hr/_resources/pdf/agreements/aunbtfca20162020.pdf

University of Western Ontario. Faculty Collective Agreement between the University of Western Ontario and the University of Western Ontario Faculty Association, July 1, 2014 – June 30, 2018. London, ON: University of Western Ontario. Accessed January 24th, 2017. http://www.uwo.ca/facultyrelations/pdf/collective_agreements/faculty.pdf