

LETTER OF UNDERSTANDING
BETWEEN
University of Ottawa (the “**Employer**”)
And
Association of Professors of the University of Ottawa (“**APUO**”)
Regarding
COVID-19 | Impact on 2021 Spring/Summer Course Development and Delivery

WHEREAS, on June 30, 2020, the Employer and the APUO entered into a Letter of Understanding regarding the impact of COVID-19 on course development and delivery for the 2020 Fall Term (the “**2020 Fall Term LOU**”);

WHEREAS, on November 4, 2020, the Employer and the APUO entered into a further Letter of Understanding regarding the impact of COVID-19 on course development and delivery for the 2021 Winter Term (“**2021 Winter Term LOU**”);

WHEREAS, both the 2020 Fall Term LOU and the 2021 Winter Term LOU will expire on April 29, 2021;

AND WHEREAS, the evolving circumstances regarding the spread of the novel coronavirus COVID-19 in Canada and internationally, the issuance of statements, declarations of emergency, directives, orders and recommendations by public health and government officials in connection with containing the spread of COVID-19 and protecting the public, are likely to continue for an uncertain period and could have an impact on the mode of course delivery during the 2021 Spring/Summer term, (referred to as the “**exceptional circumstances**”);


NOW THEREFORE, the parties agree as follows:

1. For the 2021 Spring/Summer term, the mode of course delivery will be online or by remote means unless the Employer determines that an individual course necessitates in-person teaching.
2. The Employer’s health and safety responsibilities as described in Article 5.1.4 of the Collective Agreement remain and are not affected by this Letter of Understanding.
3. Academic freedom as defined in Article 9 of the Collective Agreement includes, but is not limited to, the freedom of the Member to choose the appropriate teaching methods and software.
4. A Member who develops and delivers courses by online or by remote means may request professional development and technical support assistance, such as, but not limited to:

- a. Central support: Support from the Teaching and Learning Support Service (TLSS).
 - b. Faculty-level support: TLSS trained personnel assigned to faculties as per the distributed model for faculty development (as referred to in the May 5, 2020, Academic Update document created by Aline Germain-Rutherford, Vice-Provost, Academic Affairs). The Dean will consider the Member's request and decide on a suitable and feasible level of assistance in consultation with the Member.
5. If at any time during the 2021 Spring/Summer term the Employer decides to modify the mode of course delivery (i.e. in-person, online or by remote means), Members may nevertheless, choose to continue the course via the same mode of course delivery as used at the beginning of the course.
6. Notwithstanding Article 35.2.1.3 of the Collective Agreement, Members will retain ownership (copyright) for all materials they develop for use in their distance teaching courses.
7. **For courses taught by online or by remote means:** The Employer will allocate a one-time amount of thirty-five thousand dollars (\$35,000) and place it in a fund (the "2021 Spring/Summer Supernumerary Fund") to be used for the purpose of paying for 32 hours of additional teaching assistant hours, per Member, for assistance in the preparation and/or delivery of the Member's course(s) during the 2021 Spring/Summer term (the "Purpose").
 - a. Such Member may submit an application in writing to the Dean by no later than May 7, 2021, at 5:00 p.m. and may request additional or new teaching assistant hours for the stated Purpose and that the funding be paid for from the 2021 Spring/Summer Online Supernumerary Fund. Due to posting and administrative requirements, the majority of teaching assistant hours could only be available after May 31, 2021.
 - b. The allocation of the 2021 Spring/Summer Online Supernumerary Fund will be proportionate to the total number of eligible applications received by the Employer and the amount available in the 2021 Spring/Summer Online Supernumerary Fund.
 - c. If there are funds remaining in the 2021 Spring/Summer Online Supernumerary Fund as of August 31, 2021, such remaining funds shall be returned to the Employer.
 - d. The provisions of this Section are at all times subject to the availability of qualified teaching assistants and to the relevant provisions of the Collective Agreement between the Employer and CUPE 2626.
 - e. Members who received assistance from the 2021 Winter Online Supernumerary Fund will not be eligible to receive funds from the 2021 Spring/Summer Online Supernumerary Fund for the same course(s).
8. A Member may request in writing, stating reasons, that the Employer complete the form based on Canada Revenue Agency (currently the T2200 Form) rules and regulations as required for the employee to use in support of a claim for qualifying employee expenses.

9. This Letter of Understanding is effective on the date of signature by both parties and shall end on August 31, 2021.
10. The Letter of Understanding between the Employer and APUO regarding COVID-19 Impact on 2021 Spring/Summer Course Development and Delivery dated March 29, 2021 was signed by the parties in error, does not, nor did it ever have, any force and effect and is null and void.
11. The Employer and the APUO recognize that the Collective Agreement between them expires on April 30, 2021. The Employer and the APUO agree that the provisions of this Letter of Understanding shall not remain in effect beyond its expiry date and shall not have binding effect after such date or form part of the succession of any new subsequent collective agreement ratified by the parties. The termination or expiry of this Letter of Understanding prevails over any agreement or any other means that has the effect of continuing or incorporating by reference into a new Collective Agreement letters of understanding existing at the end of the collective bargaining process or on the effective date of a new Collective Agreement.
12. Both parties reserve all of their rights under the Collective Agreement.
13. This Letter of Understanding is without prejudice or precedent to both parties.

Signed by each of the parties on the date where indicated below



Dimitri Karmis
President, APUO

28-04-2021
Date

Jules Carrière
Vice-Provost, Faculty Relations, University of Ottawa

Date