LETTER OF UNDERSTANDING BETWEEN University of Ottawa (the "Employer") And Association of Professors of the University of Ottawa ("APUO") Regarding COVID-19 | Student Evaluations for the 2021 Calendar Year

WHEREAS, on April 2, 2020, the Employer and the APUO entered into a Letter of Understanding regarding the impact of COVID-19 on student evaluations (the "**2020 LOU**");

WHEREAS the 2020 LOU expired on the date following the end of the 2020 Spring/Summer term.

WHEREAS in November 2020, the APUO proposed that the Employer not produce A-Reports (as referred to in Article 24.3.2.1 (a) of the Collective Agreement) for the 2020 Fall term; and the Employer accepted the APUO's proposal; and the parties agreed that the Employer's acceptance of the APUO's proposal was sufficient and that a written letter of understanding signed by the parties was not necessary;

AND WHEREAS, the evolving circumstances regarding the spread of the novel coronavirus COVID-19 in Canada and internationally, to 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 student evaluations for the 2021 Winter term, the 2021 Spring/Summer term and the 2021 Fall term (referred to as the "**exceptional circumstances**");

NOW THEREFORE, the parties agree as follows:

- 1. For the 2021 Winter, Spring/Summer and Fall terms:
 - a. The Employer will produce A-reports (as referred to in Article 24.3.2.1(a) of the Collective Agreement) for Members; however only Members will be provided with a copy of their 2021 A-reports;
 - b. For further clarity, all answers will be included in the production of the Summary document, the Faculty averages;
 - c. Members will be provided a report containing the results of the student responses to all of the questions in the questionnaire and the student comments (known as the "P-report").
- 2. This Letter of Understanding is effective on the date of signature by both parties and shall end on December 31, 2021.

- 3. 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.
- 4. Both parties reserve all of their rights under the Collective Agreement.
- 5. This Letter of Understanding is without prejudice and precedent to both parties.

Agreed to on the 30th day of March 2021.

Dimitri Karmis President, APUO

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