

**Letter of Understanding
between
The University of Guelph
and
The University of Guelph Faculty Association**

Without Prejudice or Precedent

Whereas the Parties acknowledge that

- i. the requirements placed on the University and its employees by public health bodies and local, provincial, and federal governments due to the COVID-19 pandemic have, during the planning for and at the start of Winter 2022, necessitated the cancellation of some on-campus in-person class meetings;
- ii. government regulations now permit a return to campus;
- iii. the University has instituted policies and procedures;
- iv. return-to-campus health risks due to the pandemic exist;
- v. in the current pandemic circumstances, alternative modes of delivery (as defined in the earlier COVID-19 LOU between the UGFA and the University) may substitute for some on-campus in-person class meetings;
- vi. the evolving pandemic circumstances may be addressed by temporary changes to the terms and conditions of work; and
- vii. some of these temporary changes may fall outside of the terms and conditions of work in the Collective Agreement

The Parties therefore agree to the following:

1. Emergency Change to Temporary Hybrid Instruction

The provisions of this section of the LOU only apply when the University decides that teaching in a semester will be delivered via Temporary Hybrid Instruction, due to the requirements placed on the University and its employees by public health bodies and local, provincial, and federal governments due to the pandemic. Temporary Hybrid Instruction means that some course offerings are delivered on campus in an in-person face-to-face environment and some course offerings are delivered via alternative modes of delivery (see definition in previous COVID-19 LOU).

Intellectual Property

- A. For courses without a DE suffix (“e-Learning” courses), Members will retain intellectual property rights to any course materials they have developed and delivered, as outlined in the Collective Agreement (Article 52).
- B. For courses without a DE suffix (“e-Learning” courses), Article 52.9.10 shall not apply to any teaching materials produced by the Member. Specifically, for these courses, the University shall not retain a “non-exclusive, royalty-free irrevocable and non-transferable license to use such works in other, non-commercial teaching and/or scholarly, research or creative activities of the University...”
- C. The Provost’s Course Outline Checklist includes an item on the “Recording of Materials,” which expressly states that “presentations which are made in relation to course work—including lectures—cannot be recorded or copied without the permission of the presenter, whether the instructor, a classmate or guest lecturer. Material recorded with permission is restricted to use for that course unless further permission is granted.” The Parties recognize that any presentation made on line can be captured by the viewer. The Parties also recognize that the unpermitted distribution of such screen captures or digital copies of lecture materials by a student, beyond the use intended for the specific course, is a violation of the privacy and intellectual property rights of the author. Should the Parties learn that such screen captures or digital copies of lecture materials have been distributed, the University shall address the situation, either by
 - i. instructing the student, if known, to remove any inappropriately distributed material from distribution, or
 - ii. endeavouring to have the hosting service (website, social media platform, etc.) remove the inappropriately distributed material.

The University shall inform the Association of its actions and the results relevant to items (i) and (ii) above.

Student Feedback Questionnaires

For each course they are teaching,

- i. Members will be the only ones to receive the student feedback questionnaire results from their classes.
- ii. Members will be able to choose whether the student feedback questionnaire results, the completed Peer Observation Form, or neither will be used for the purpose of Tenure, Promotion, and Performance Assessment.
- iii. During the period in which student feedback questionnaires are administered, Members who are teaching face-to-face may choose between paper student feedback questionnaires or electronic student feedback questionnaires as per LOU 2 of the Collective Agreement.

- iv. During the period in which student feedback questionnaires are administered, Members who are teaching using a remote mode of delivery will have a necessarily electronic student feedback questionnaire.
- v. Any Member may choose Peer Observation in lieu of student feedback questionnaires as per LOU 15 of the Collective Agreement.

Optional Use of Technology

- A. The University will ensure that Members who choose to move to a technology-assisted mode of instruction using educational technologies supported by OpenEd will receive the necessary institutional, technical, and logistical support.
- B. If they wish to use educational technologies supported by OpenEd, Members will be provided with the access needed regardless of whether the Member is working on campus or remotely.

Lockdown or Increased Social Distancing Requirements

- A. Except for those courses that have already begun with in-person on-campus course components the week of January 10, 2022, and those courses in which instructors request and Deans approve a return on January 24, 2022, Members will deliver their course(s) via alternative modes of delivery until January 31, 2022.
- B. If a January 31, 2022 return to in-person on-campus class meetings is not possible due to requirements placed on the University and its employees by public health bodies and local, provincial, and federal governments due to the COVID-19 pandemic, Members will continue to teach using alternative modes of delivery until no later than one week after these requirements have been lifted, at the discretion of the Member.
- C. Upon a return to in-person class meetings, Members will deliver their W22 courses as previously scheduled in F21 unless a request to teach using a remote mode of delivery is granted by the Dean.
- D. If there are subsequent requirements placed on the University and its employees by public health bodies and local, provincial, and federal governments due to the COVID-19 pandemic that make in-person on-campus class meetings impossible, Members will deliver their course(s) via alternative modes of delivery. They shall not be required to return to in-person class meetings in W22.

Requests to Teach Using a Remote Mode of Delivery

- A. Members who require accommodation related to their own medical circumstances should contact Occupational Health and Wellness immediately at ohw@uoguelph.ca to initiate the

process as it can take some time to provide and review appropriate documentation. Members are also strongly advised to contact the UGFA (facassoc@uoguelph.ca).

- B. Members who require accommodation related to their role as a primary caregiver to a parent or child with a medical condition that would put the parent or child at high risk of serious health complications should they be exposed to the COVID-19 virus should contact the Faculty and Academic Staff Relations [consultant](#) assigned to their College to initiate the process. Members are also strongly advised to contact the UGFA (facassoc@uoguelph.ca).
- C. Members who have children temporarily restricted from attending school in accordance with Public Health guidance should notify their Chair and Dean of the need to use temporary remote instruction of their course.
- D. Members who are required to self-isolate in response to exposure to the COVID-19 virus and who are asymptomatic should notify their Chair and Dean of the need to use temporary remote instruction of their course.
- E. Outside of the circumstances outlined in A-D above, a Member scheduled to deliver an in-person on-campus course component and facing exceptional circumstances may request of their Dean to teach using a remote mode of delivery for the duration of the Winter 2022 semester. The Dean will consult with FASR. The UGFA will be informed of any such requests and the Dean's decision.

Academic Freedom

- A. The Parties affirm the Academic Freedom of Members under Article 7, including Academic Freedom in teaching.
- B. With alternative modes of delivery, decisions about:
 - i. how best to temporarily adapt course instruction to an alternative mode of delivery, with choices including, but not limited to, assigned reading, whether from reference materials or shared lecture notes; self-directed learning; or various forms of technology-assisted methods; and
 - ii. how to assess students, with choices including, but not limited to, submission via e-mail; CourseLink's functionality (or equivalent system provided by the University); online assignments; oral assignments using meeting software; student peer assessment using meeting software; or video assignments; as well as the decision to use any form of virtual invigilation

shall be at the discretion of the Member, with respect for academic integrity, compassionate considerations, and policies and guidelines recognized in the Collective Agreement.

Members will not be compelled to make any particular choice or choices in item D under Lockdown or Increased Social Distancing Requirements, and the University shall communicate this consistently.

- C. Deans, will not specifically ask or require a Member to (video- or audio-) record their lectures or other class meetings.
- D. Deans will not specifically ask or require a Member to post course materials on CourseLink.

Workload

- A. Deans will not specifically ask or require a Member to teach using both an on-campus in-person mode of delivery and an alternative mode of delivery.
- B. The University will inform students that they are expected to attend any on-campus in-person course-related meetings, as well as any remote synchronous meetings, for courses in which they enroll.

2. Emergency Changes to Tenure, Promotion, and Review of Faculty Members

In Fall 2022,

- A. Consideration will be given to Members by the Tenure and Promotion Committees for the impact of the COVID-19 pandemic on performance.
- B. A Member shall not be disadvantaged if they choose not to include a Fall 2020 and/or Fall 2021 Progress Report in their Official File.
- C. A Member applying for tenure is responsible for ensuring their Official File or Assessment File contains evidence sufficient to demonstrate they meet the criteria for tenure.
- D. External assessors in applications for tenure/promotion will be provided with the text of our COVID-19 LOU regarding taking the impact of the pandemic into account in assessment. This information will be included in the instruction letter from the Dean.
- E. Pursuant to Article 21.39, Tenure-track faculty will complete the annual Progress towards tenure process in Fall 2022.
- F. Pursuant to Article 21.65(b), Contractually-Limited Members will have an annual Performance Review in Fall 2022.
- G. The quadrennial Performance Review process (2018-2022) will be cancelled for Tenured Members and Tenure-track Members. All Members will be deemed to have received one performance rating point for each of July 1, 2023, and July 1, 2024. The next biennial

Performance Review process will take place in Fall 2024 and will cover the assessment period of September 1, 2022 – August 31, 2024.

- H. A Member may write a letter to the Provost by August 15, 2022 that details their accomplishments in the 2018-2022 review period. The Provost will provide a written response to each letter, which Members may choose to include in their Official File. In preparing responses to these letters, the Provost may seek input from Deans. Neither the Department nor the College T&P Committee will be asked to review Members' letters or the Provost's responses to them. No other Member will be involved in reviewing a Member's letter to the Provost after its submission, and the Provost's response shall be a private communication to the Member. Raters will not be assigned.
- I. Faculty members will not be disadvantaged in the future for either the inclusion or exclusion of a Provost response letter in the Official File.
- J. Via statements that are jointly agreed upon by the Parties, all Tenure and Promotion Committees will be instructed, both in written communications and at training sessions to which the Association is invited, that during the period of this LOU,
 - iii. the absence of the results of SFQs; and
 - iv. the effects of adapting to alternative modes of course delivery; and
 - v. the effects of cancelling or deferring conference involvement, research/teaching visits, and/or professional development activities due to the COVID-19 pandemicshall play no role in a negative assessment of the Member.
- K. Tenure-track Members whose appointment began between January 1, 2021 and December 31, 2021 may choose to extend their probationary period by one year. Tenure-track Members whose appointment began prior to January 1, 2021, may choose to have an additional one-year extension of their probationary period in addition to the extension specified in the previous COVID-19 LOU. Any such extensions are in addition to any other extensions that may occur.
- L. In addition to the one application for Tenure and Promotion before their final year of consideration, as per Article 21.43, Members may make a second application for Tenure and Promotion before their final year.
- M. Tenure-track Members who are awarded tenure and promotion to Associate Professor or Professor after the probationary period extension to their timeline shall receive a retroactive promotion increase.

These Emergency Changes to Tenure, Promotion, and Review of Faculty Members shall apply *mutatis mutandis* for Librarians and Veterinarians Continuing Appointment, Promotion and Review.

3. Emergency Changes to Study/Research Leave (SRL)

- A. A Member whose SRL period overlaps with the period of travel restrictions and physical distancing due to the COVID-19 pandemic shall not be denied their next SRL request where the travel restriction and physical distancing substantively impacted the Member's ability to perform their scholarship/research plans as documented in the Member's SRL report (as required by Articles 22.21 and 29.16).
- B. A Member whose upcoming SRL period overlaps with the period of travel restrictions and physical distancing due to the COVID-19 pandemic may delay their upcoming SRL. Timing of the delayed SRL will be subject to approval by the Dean. In such instance, the Member shall be assigned teaching in the upcoming SRL period or at a future date that is commensurate with their distribution of effort. For clarity, an "upcoming SRL period" includes (i) an ongoing SRL in Fall 2021 (ii) an SRL that has already been delayed, and (iii) and SRL scheduled to start in Winter 2022.
- C. Requests in 3. A. and 3. B. will not be unreasonably denied.

These Emergency Changes to Study/Research Leave for Faculty Members shall apply *mutatis mutandis* for Study/Research Leave for Librarians and Professional Development Leave for Veterinarians.

4. Emergency changes to other terms and conditions of work

- A. Access to laboratories and other research facilities will be granted to those responsible for the care of plants and animals, critical time-sensitive research, and research involving human subjects in accordance with Office of Research Continuity Directives and Guidance Notes.
- B. Members will continue to have access to their research funds held by the University for their scholarly activities.
- C. For Members who are required to cancel or defer their professional development activities, any restrictions on how long the funds may be carried forward will be extended by one year, in addition to any earlier extension.
- D. Veterinarian Members hired without the requisite credentials and who have been provided with paid leave from regularly scheduled duties for the purpose of completion of Board specialty or advanced degree and had their exam date changed due to the effects of COVID-19 shall have their timeline to complete their exam reasonably extended, and paid study leave remaining can be shifted by mutual agreement.
- E. Members who have been hired and have a requirement for completion of their dissertation within two (2) years of commencement of employment, and who have had the timeline interrupted by the COVID-19 pandemic, may submit an extension request to their Dean with rationale. The Dean will not unreasonably deny the request. Any extension timeline shall be jointly determined.

5. Procedures for Implementation and Review

- A. The University agrees to consult with the Association about measures affecting the rights of Members pursuant to the Collective Agreement being considered in response to the COVID-19 pandemic. Either Party shall be able to request and convene a meeting to discuss matters related to this LOU and measures taken in response to the COVID-19 pandemic.
- B. The Parties agree that these terms are a temporary response to the COVID-19 pandemic, and that either party may seek to renegotiate this LOU after giving five (5) days' written notice to the other party. The LOU remains in place pending the outcome of such renegotiations.
- C. Except where specifically noted, this LOU terminates April 30, 2022. Should the COVID-19 pandemic necessitate the continued modification of terms and conditions of work past the Winter 2022 semester, the Parties will meet by March 1, 2022, to review with the goal to reach agreement on extending COVID-19 measures and this LOU.

Dated this January 25, 2022



For the University of Guelph



For the University of Guelph Faculty
Association