

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

**Without Prejudice or Precedent**

Whereas the outbreak of COVID-19 and requirements placed on the University and its employees by public health bodies and local, provincial, and federal governments has necessitated the cancellation of in-person class meetings; and,

Whereas alternative modes of delivery may be used to substitute for in-person class meetings; and,

Whereas the outbreak of COVID-19 has necessitated emergency changes to terms and conditions of work;

The Parties therefore agree to the following:

**1. Emergency Change to Temporary Remote Instruction**

A. The Parties affirm the Academic Freedom of Members under Article 7, including Academic Freedom in teaching.

B. Decisions about:

- i. how best to temporarily adapt course instruction to remote instruction (together referred to as “alternative modes 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.

C. Notwithstanding the significant agreement in item B that Members will perform their assigned teaching duties without having an in-person option for course delivery, for Summer, 2020, given that very few courses are assigned to Members,

- i. the University shall ask all such Members if they want to teach their assigned Summer course via an alternative mode of delivery.
- ii. for any Member who does not want to teach a course via an alternative mode of delivery, the University shall ask other Members in the department if they would like to teach the course.

- iii. if no replacement department Member can be found, the Member will teach the course.
  - iv. if the Member does not teach the course, the Member shall be assigned an additional course to teach in a future semester.
  - v. a replacement instructor who is a Member may be compensated via an overload stipend or a one-course reduction in their teaching assignment in a future semester.
- D. Members will not be compelled to make any particular choice or choices in item B, and the University shall communicate this consistently.
- E. The Calendar requires that 1000- and 2000-level courses normally have a final exam and that examinations in 1000-level courses be in regular, sit-down format only, with the Chair or Director having to approve exceptions. The University will bring to Senate a motion recommending the temporary waiving of these requirements. In addition, and in advance, the University shall request that Chairs and Directors approve all such exceptions as decided by Faculty Members teaching such courses.
- F. 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).
- G. 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...”
- H. 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.
- I. 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.
- J. For each course they are teaching,
- i. Members will be able to choose whether they wish to have a (necessarily) online student course evaluation administered, and
  - ii. Members will be able to choose whether the student course evaluation results will be used for the purpose of Tenure, Promotion, and Performance Assessment.
- K. 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.

- L. Librarians will not be required to work on campus, instead performing their work remotely.

## **2. Emergency Change to Temporary Hybrid Instruction**

- A. 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 section 1, Emergency Change to Temporary Remote Instruction).
- B. The provisions of Section 1 (1.A, 1.B, 1.D-1.K) will apply to all non-DE courses taught via alternative modes of delivery.
- C. Section 1.J on student feedback questionnaires will apply to all courses taught in a temporary hybrid instruction scenario.
- D. Any course offerings delivered on campus in an in-person face-to-face environment will have that mode of delivery at the start of the semester.
- E. Members can choose whether they wish to begin the semester with their course offerings in an in-person face-to-face mode of delivery or in an alternative mode of delivery subject to 2.G.
- F. No Member will be required to teach via an in-person face-to-face mode of delivery.
- G. Reasonable efforts will be made to accommodate the request of Members who wish to begin the semester teaching in an in-person face-to-face mode of delivery. Choice of in-person face-to-face courses will be limited by public health guideline restrictions and classroom capacity as determined by the University. Where choice of an in-person face-to-face course is not possible, the course will be taught via an alternative mode of delivery.

- H. If Temporary Hybrid Instruction is planned to be used in a semester, then at least forty-five (45) calendar days prior the first day of classes of the semester, the University will communicate to Members
  - i. that Temporary Hybrid Instruction will be used, following item 2.A, and
  - ii. the start-of-semester mode of delivery (in-person face-to-face or alternative mode of delivery) of all course offerings assigned to the Member. As specified in 2.F, no Member will be required to teach via an in-person face-to-face mode of delivery.
- I. Should the University decide to cancel one or more courses assigned to a Member forty-five (45) calendar days or more before the start of the semester, the Dean may assign the same number of courses in the same or in a future semester(s) to that Member, in consideration of the course(s) that were cancelled. Such courses assigned in a future semester or semesters shall be no more than one per semester, except upon agreement of the Member and the Dean. Should the University decide to cancel one or more courses assigned to a Member fewer than forty-five (45) calendar days before the start of the semester, then the Member may be assigned no more than one course in the affected semester or in a future semester, in consideration of the course(s) that were cancelled. The Member shall teach a newly-assigned course with fewer than forty-five (45) calendar days to prepare only upon agreement of the Member and the Dean. Members teaching course(s) on an overload basis will not automatically be assigned replacement course(s) if the course(s) are cancelled.
- J. For any course with in-person face-to-face meetings that has enrolled students who wish to avoid such meetings, the University will accommodate them using the usual Student Accommodation Services (SAS) model.
- K. Members who are teaching a course with an in-person face-to-face mode of delivery may have to change to an alternative mode of delivery in the case that requirements placed on the University and its employees by public health bodies and local, provincial, and federal governments necessitate such a change.
- L. Members who are teaching a course via an alternative mode of delivery will not be asked to change to an in-person face-to-face mode of delivery for this course.
- M. Members may agree to teach their assigned course(s) on a Saturday, scheduled as a single block of time to which they agree. No Member will be negatively affected for not accepting a Saturday teaching assignment.
- N. When the University has announced, as per 2.H, that Temporary Hybrid Instruction will be used in the immediately subsequent semester, prior to the start of classes in the hybrid semester, Librarians may be required to work on campus based upon their role responsibilities and the nature of any required preparation for the semester. The University will reasonably attempt to minimize the on-campus time of a Librarian who has health concerns.
- O. When some in-person face-to-face instruction is happening on campus, during a Temporary Hybrid Instruction semester, Librarians may be required to work on campus based upon their role responsibilities. The University will reasonably attempt to minimize the on-campus time of a Librarian who has health concerns.

- P. A Librarian who has an underlying health condition that puts them at higher risk of complications of COVID-19 or who cohabitates with someone who has an underlying health condition that puts them at higher risk of complications of COVID-19 may provide a letter from a physician that states that the Librarian, or someone with whom the Librarian cohabitates, is part of a “vulnerable population” as identified on the Government of Canada coronavirus disease (COVID-19) website. Such a Librarian will not be required to work on campus.
- Q. When no in-person face-to-face instruction is held on campus, the provisions of 1.L will apply.

### **3. Veterinarians**

- A. Veterinarians are required to work on campus when their role responsibilities necessitate it.
- B. A Veterinarian who has an underlying health condition that puts them at higher risk of complications of COVID-19 or who cohabitates with someone who has an underlying health conditions that puts them at higher risk of complications of COVID-19 may provide a letter from a physician that states that the Veterinarian, or someone with whom the Veterinarian cohabitates, is part of a “vulnerable population” as identified on the Government of Canada coronavirus disease (COVID-19) website. Such a Veterinarian will not be required to work on campus.

### **4. Emergency Changes to Tenure, Promotion, and Review of Faculty Members**

- A. The 2019 Appeals will be delayed until a jointly-agreed-upon date after the resumption of in-person meetings.
- B. In Fall, 2020,
  - i. Tenure and Promotion applications will be considered by the Tenure and Promotion committees, as usual, possibly via online meetings in the event that in-person meetings remain prohibited. Consideration will be given to applicants by the Tenure and Promotion Committees for the impact of the COVID-19 pandemic on performance in the Winter 2020 and Summer 2020 semesters.
  - ii. pursuant to Article 21.39, each Tenure-track Faculty Member will submit a completed Progress Template, be assessed by the Tenure and Promotion Committees for progress towards tenure, and receive a Progress Report from the Dean. Consideration will be given by the Tenure and Promotion Committees for the impact of the COVID-19 pandemic on performance in the Winter 2020 and Summer 2020 semesters. The Member shall have the choice of keeping the Progress Report in their Official File or destroying the Progress Report.
  - iii. pursuant to Article 21.65(b), all Contractually-Limited Members will have an annual Performance Assessment in Fall, 2020, and Fall, 2021, with no

performance rater being given. Consideration will be given by Tenure and Promotion Committees for the impact of the COVID-19 pandemic on performance in the Winter 2020 and Summer 2020 semesters.

- iv. the biennial Performance Assessment process will be cancelled, and each Member will be deemed to have received one performance rating point for each of July 1, 2021, and July 1, 2022.
- C. In Fall, 2022, the Performance Assessment of tenured Faculty Members will be based on the shorter of
- i. the four-year period from September 1, 2018, to August 31, 2022, and
  - ii. the period for which they have been appointed.
- D. Exclusively during the Fall 2022 review cycle, tenured Members may appeal an overall performance rating of “Good” or “Very Good” where they identify the effect of the COVID-19 pandemic on their performance was not adequately considered by Tenure and Promotion Committees. The appeal process will follow the existing structure in the Collective Agreement, with an additional Appeals Committee used if the volume of appeals is high. Namely,
- i. in 2022-2023, a University Tenure and Promotion Appeals Committee #2 shall be created adhering to the election process and structure in Articles 21.52-21.54. Members of this committee will serve a one-year term beginning in Fall 2022.
  - ii. the elections for the University Tenure and Promotion Appeals Committee #2 shall occur after, but no later than one month after, the elections for the University Tenure and Promotion Appeals Committee (which is determined by the Schedule of Dates).
  - iii. the purpose of the University Tenure and Promotion Appeals Committee #2 is to hear Performance Review appeals from Faculty Members who received an overall performance rating of “Good” or “Very Good” and who identify that their overall rating has been negatively impacted by the COVID-19 pandemic. (For clarity, the University Tenure and Promotion Appeals Committee can also hear such appeals.)
  - iv. fifteen (15) days after the issuance of all letters from the Dean, the final number of Performance Review appeals will be known. If this number is larger than fifteen (15) then the appeals cases shall be divided such that the University Tenure and Promotions Committee #2 consider all of the appeals in (iii).
- E. In Fall, 2020, Fall, 2021, and Fall, 2022, 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,
- i. the absence of the results of a course evaluation; and

- ii. the effects of adapting to alternative modes of course delivery; and
- iii. the effects of cancelling or deferring conference involvement, research/teaching visits, or professional development activities due to the COVID-19 pandemic

shall play no role in a negative assessment of the Member.

- F. For Fall, 2020, Tenure and Promotion applications,
  - i. the submission deadline for the list of external assessors shall be extended until June 15, and
  - ii. the submission deadline for the application package shall be extended until July 8.
- G. In addition to any other extensions that may occur, the probationary period of all Tenure-track Members shall be extended by one year. This extension also applies to any Tenure-track Member whose appointment (i) begins prior to December 31, 2020, and (ii) includes a period identified in this LOU as impacted by the pandemic.

**Section 4, Emergency Changes to Tenure, Promotion, and Review of Faculty Members, shall apply mutatis mutandis for Librarians and Veterinarians Continuing Appointment, Promotion and Review.**

#### **5. 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 SRL planned to start in Summer 2020, Fall 2020, Winter 2021, or Summer 2021 (ii) an SRL that has already been delayed, and (iii) a Fall 2020 SRL period that is the second half of an eight (8) month SRL that will be half-completed by the end of Fall 2021.
- D. A Member who was on SRL in Winter 2020 may submit a written request, with appropriate evidence and documentation, to their Dean (or the University Librarian) to demonstrate that the travel restrictions materially impacted their ability to pursue their SRL scholarship/research plans and that their ability to have a productive SRL semester was compromised. The University shall consider the request and either
  - i. arrange, in discussion with the Member, an appropriate-length study/research period that mitigates the impact of Winter 2020; or
  - ii. deny the request with an explanation provided.

Requests will not be unreasonably denied.

**Section 5, 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.**

**6. 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 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.
- D. Members who have PDR expense receipts from the 2019/2020 financial year (ending April 30, 2020) may submit a claim for reimbursement of those expenses in the 2020/2021 financial year.
- E. 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.
- F. 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.

**7. 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 August 31, 2021. Should the COVID-19 pandemic necessitate the continued modification of terms and conditions of work past the Summer 2021 semester, the Parties will meet by June 1, 2021, to review with the goal to reach agreement on extending COVID-19 measures and this LOU.



Signed this 30th day of November, 2020



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For the University



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For the Faculty Association