

**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 Fall 2021, 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. During the Fall 2021 semester, should any changes to the requirements placed on the University and its employees by public health bodies and local, provincial, and federal governments due to the pandemic mean that ongoing
 - i. on-campus in-person class meetings for a course or course components are no longer possible, the Member teaching the course shall teach the remainder of the course using, at their discretion, a Remote Synchronous, Remote Asynchronous, or, if compliant with the public health social-distancing requirements and the University's classroom space availability, a Hybrid mode of delivery;
 - ii. on-campus in-person class meetings for a course using a Hybrid mode of delivery cannot take place due to the capacity of the assigned classroom, the Member, at their discretion, shall either move on-campus in-person class meetings to a larger classroom, if one is offered by the University; adjust on-campus in-person student attendance requirements; or teach the remainder of the course using, at their discretion, a Remote Synchronous or Remote Asynchronous mode of delivery;
 - iii. on-campus in-person class meetings for a course are no longer possible, the Member teaching the course shall teach the remainder of the course using, at their discretion, a Remote Synchronous or Remote Asynchronous mode of delivery.

Requests to Teach Using a Remote Mode of Delivery

Any Member currently delivering a course component using a face-to-face mode may request of their Dean to teach using a remote mode of delivery for the duration of the Fall 2021 semester. The UGFA will be informed of any such request 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 A under Lockdown and 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 for courses in which they enroll.

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

- A. In Fall 2022,
 - i. Consideration will be given to applicants by the Tenure and Promotion Committees for the impact of the COVID-19 pandemic on performance.
 - ii. 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.
 - iii. 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.
 - iv. pursuant to Article 21.65(b), Contractually-Limited Members will have an annual Performance Assessment in Fall 2022. Consideration will be given by Tenure and Promotion Committees for the impact of the COVID-19 pandemic on performance.
 - v. the Performance Assessment of tenured Faculty Members will be based on the shorter of
 - 1. the four-year period from September 1, 2018, to August 31, 2022; or
 - 2. the period for which they have been appointed.
 - vi. exclusively, 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,

1. 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.
 2. 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).
 3. 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.)
 4. 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 (3).
- vii. 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,
1. the absence of the results of SFQs; and
 2. the effects of adapting to alternative modes of course delivery; and
 3. the effects of cancelling or deferring conference involvement, research/teaching visits, and/or professional development activities due to the COVID-19 pandemic
- shall play no role in a negative assessment of the Member.
- B. 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.
- C. 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.
- D. 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) an SRL scheduled to start in Winter 2022.
- C. Requests in 2. A. and 2. B. will not be unreasonably denied.
- D. Faculty Members who already have Tenure in the period during which this LOU is in effect and have not received a COVID-related deferred SRL outlined in 3.A and 3.B above, and tenure-track Faculty Members who apply for and are granted tenure in the 2022, 2023, or 2024 T&P cycles are eligible to apply for an SRL Credit equal to two (2) semesters of "active employment" (as per Article 22.5) towards their next SRL where the pandemic has had considerable negative impact on their Scholarship activities and productivity. For clarity, the SRL Credit (an active employment credit) applies to the Member's next Study/Research Leave, after which the SRL entitlement returns to normal, as per Article 22.5.

In addition to their T&P Assessment File, applicants must submit an SRL Credit Application consisting of a narrative statement and any other relevant material describing the effect of the negative impact of the pandemic on their Scholarship activities and productivity. Application for the Credit must occur by the 2024 T&P cycle. The Department T&P Committee will assess the SRL Credit Application and make a recommendation to the College T&P Committee on whether to award the Member a two-semester SRL credit or no SRL credit. The Member will receive a letter from the College T&P Committee communicating the decision of the Committee. The letter will explain clearly the reasons for the Committee's decision.

A Member whose application for SRL Credit is denied may re-apply the following year as long as the application is made by the 2024 T&P cycle.

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

Dated this December 7, 2021



For the University of Guelph



For the University of Guelph Faculty Association