

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

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WHEREAS, in response to the evolving circumstances regarding the spread of the 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, and in the interest of the health and safety of the University community while ensuring, to the extent possible, the continuity of academic activities, the Employer cancelled in-person instruction from March 16, 2020, with all courses to be delivered via distance learning for the remainder of the 2020 Winter term, the 2020 Spring/Summer term and the 2020 Fall term, and requires all employees to work remotely unless their physical presence is required by the Employer (referred to as the “**exceptional circumstances**”);

AND WHEREAS the exceptional circumstances will continue for a period until public health and government officials advise the public that normal business operations can return and until the Employer decides to return to its normal activities (referred to as the “**exceptional period**”).

NOW THEREFORE, in ensuring course development and delivery during the exceptional period the parties agree as follows:

1. It is agreed that for the 2020 Fall term the method of teaching will be online or by remote means unless the Employer has or does determine that an individual course necessitates in person teaching.
2. The Employer’s health and safety responsibilities as described in 5.1.4 of the Collective Agreement remain and are not affected by this Letter of Understanding.
3. The Employer undertakes to consult with the APUO on any changes affecting the working conditions of Members, in response to the exceptional circumstances, prior to partial or full return to in-person teaching.
4. 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.
5. Members who develop and deliver distance learning courses may request professional development and technical support assistance, such as, but is 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.
6. If at any time during the 2020 Fall term, the Employer decides to modify the mode of delivery for teaching (i.e. distance teaching versus in-class teaching), the Member may nevertheless, choose to continue the course via distance teaching.
7. 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 learning courses.
8. If a Member does not consent by reason that they are unable to carry out their teaching workload, or a portion thereof, due to the exceptional circumstances, the Member shall inform their Dean in writing twenty (20) working days following the effective date of this Letter of Understanding and may request that the Dean apply one (1) of the following:
  - a. The Member's assigned 2020 Fall term course credits will be reassigned in a regular term within the next three (3) academic years; or
  - b. The Member will be approved for a workload reduction, as referred to in Article 30 of the Collective Agreement, for the entire 2020 Fall term equivalent to 10% per three (3) credit course they were scheduled to teach in the 2020 Fall term; or
  - c. The Member will be approved for a leave of absence without pay, as referred to in Article 29.3 of the Collective Agreement, for the entire 2020 Fall term; or
  - d. Any other exceptional measure deemed suitable and feasible by both the Dean and the Member.
9. Professional Expenses Reimbursement (PER):
  - a. Notwithstanding the maximum reimbursement allowable under Article 40.9.5 of the Collective Agreement, a one-time lump sum of one thousand Canadian dollars (CAD \$1,000.00) will be deposited no later than July 31, 2020 in the Members' Professional Expenses Reimbursement (PER) account, in addition to the PER funds as referred to in Article 40.9 of the Collective Agreement, in order to facilitate the acquisition of equipment and services necessary for course development and delivery.
  - b. Notwithstanding Article 40.9.2 of the Collective Agreement, Members will be allowed to claim the following types of expenses using their Professional Expenses Reimbursement account: software used for development and delivery of distance courses, course development and delivery training programs, home internet, cellular and, and cellular long distances phone call charges, and any other expenses permitted by the Canada Revenue Agency.

10. 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.
11. This Letter of Understanding is effective on the date of signature by both parties and shall end on April 29, 2021 or the date following the end of the exceptional period, whichever comes first.
12. The parties reserve all of their rights under the Collective Agreement.
13. If the exceptional period is to continue into the 2021 Winter term, the parties agree to discuss the possible renewal and/or possible amendment of this LOU no later than November 30, 2020.
14. The APUO agrees to withdraw the Notice of Grievance A-20-5 as of the effective date of signature of this Letter of Understanding.
15. This Letter of Understanding is without prejudice or precedent to both parties.

Agreed to on the 30 day of June, 2020.



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Dimitri Karmis  
President, APUO

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