

LETTER OF UNDERSTANDING
BETWEEN
University of Ottawa (the “Employer”)
And
Association of Part-Time Professors of the University of Ottawa (“APTPUO”)
Regarding
COVID-19 | Impact on 2021 Fall Course Development and Delivery

WHEREAS, the Employer and the APTPUO entered into a Letter of Understanding on May 6, 2021, regarding the impact of COVID-19 on course development and delivery for the 2021 Spring Summer Term (“**2021 Spring/Summer Term LOU**”);

AND WHEREAS, the evolving circumstances regarding the spread of the novel coronavirus COVID-19 in Canada and internationally, 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 the mode of course delivery during the 2021 Fall term (referred to as the “**exceptional circumstances**”);

NOW THEREFORE, the parties agree as follows:

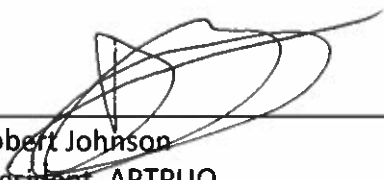
1. For the 2021 Fall term, the mode of course delivery will be determined by the Employer in accordance with Annexe 1 (Descriptions of the different Instruction modes available in UOCampus).
2. The Employer’s health and safety responsibilities as described in Article 3.5 of the Collective Agreement remain and are not affected by this Letter of Understanding.
3. Academic freedom as defined in Article 2.5 of the Collective Agreement includes, but is not limited to, the freedom of the Member to choose the appropriate teaching methods and software.
4. A Member who develops and delivers courses by online or by remote, or bimodal means may request professional development and technical support assistance, such as, but 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.

5. If at any time during the 2021 Fall term the Employer decides to modify the mode of course delivery, Members may nevertheless, choose to continue the course via the same mode of course delivery as used at the beginning of the course.
6. Notwithstanding Article 10.14.1.3 of the Collective Agreement, Members will retain ownership (copyright) for all materials they develop for use in their course regardless of the course delivery method.
7. **For bimodal courses** (i.e. courses which call for the combination of in-person and distance students to co-exist within the same component of the course): The Employer will allocate a one-time “2021 Fall Bimodal Supernumerary Fund” to be used for the purpose of paying for thirty-two (32) hours of additional teaching assistant hours, per course, for assistance in the preparation and/or delivery of the Member’s bimodal course(s) during the 2021 Fall term (the “Purpose”).
 - a. Such Member may submit an application in writing to the Dean by no later than August 13, 2021, at 5:00 p.m. and may request additional or new teaching assistant hours for the stated Purpose and that the funding be paid for from the 2021 Fall Bimodal Supernumerary Fund. Members are nevertheless strongly encouraged to submit their request as early as possible to allow sufficient time to their Faculty to hire a teaching assistant for their course.
 - b. If there are funds remaining in the 2021 Fall Bimodal Supernumerary Fund as of December 31, 2021, such remaining funds shall be returned to the Employer.
 - c. The provisions of this Section are at all times subject to the availability of qualified teaching assistants and to the relevant provisions of the Collective Agreement between the Employer and CUPE 2626.
 - d. TLSS will endeavour to offer training to teaching assistants on bimodal teaching.
- e. The purpose of the 2021 Fall Bimodal Supernumerary Fund is to provide additional teaching assistance to any teaching assistant allocation norm or policy in an academic unit. For further clarity, Members may not request monetary compensation in lieu of teaching assistant hours provided in the 2021 Fall Bimodal Supernumerary Fund even if they are unable to obtain teaching assistance due to a shortage of CUPE members available to complete the work.
8. 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.
9. This Letter of Understanding is effective on the date of signature by both parties and shall end on December 31, 2021.
10. The Employer and the APTPUO recognize that the Collective Agreement between them expires on August 31, 2021. The Employer and the APTPUO 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.


11. Both parties reserve all of their rights under the Collective Agreement.
12. The APTPUO agrees to withdraw, without prejudice, the Notice of Grievance 2021-706/21-111 as of the effective date of signature of this Letter of Understanding and agrees not to file any similar grievance or grievances with respect to the subject matter of this Letter of Understanding.
13. This Letter of Understanding is without prejudice or precedent to both parties.

Signed by each of the parties on the date where indicated below



Robert Johnson
President, APTPUO

22 juillet 2021
Date



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

22 juillet 2021
Date

Descriptions des différents modes d'enseignement disponibles dans uoCampus

Descriptions of the different Instruction modes available in UOCampus

Modes	Descriptions
AD Administratif /Administrative	Signifie que le cours est une cote de cours administrative. Utilisation par le service du registraire seulement. Means that the course is specifically managed and for the usage of the Registrar only.
AU Conférence web/ Web-Conference	Signifie que le cours doit être offert par Web Conférence à partir de plateformes tel qu'Adobe Connect ou Teams par exemple. C'est ce mode qui sera le plus utilisé pour les cours offerts à distance. Means that the course will be offered by audio-conference mode via Adobe Connect or Teams for example. This is the teaching mode that will be most offered for distance courses.
HD Hybride distance / Distance Hybrid	Signifie une combinaison de deux modes ou plus. Aucun de ces modes ne sera en présentiel. Le cours est hybride et toutes les composantes sont entièrement offertes à distance). Means a combination of two modes or more. None of these will be in-person. All the components of the course is totally a Distance Learning class.
HY Hybride présentiel / In-person Hybrid	Signifie une combinaison de deux modes ou plus, avec au minimum une composante en présentiel. Means a combination two modes or more with at least one in-person component.
IN Internet/ Internet	Signifie que les cours sont entièrement offerts en ligne. Normalement il faut avoir développé tout le contenu du cours à l'avance. À ne pas confondre avec le mode AU. Means that the courses are entirely offered online. Normally, the entire content of the course should have been developed prior to. Not to be confused with the AU mode.
P En personne/ In-person	Signifie que le cours est seulement offert en présentiel. Seul un nombre limité de cours pourront être offerts avec ce mode (sur approbation seulement). Means that the course offered in-person only. Only a limited amount of courses should be offered with that mode (on approbation only).
RC Recherche/ Research	Signifie que le cours est un cours de recherche dont l'horaire et la salle varient selon les exigences de recherche de chaque étudiant inscrit. Used for research classes where an exact room or schedule cannot be defined as per the individual research requirements of each enrolled student.
SG Stage/ Work-Term	Signifie que les cours sont des stages (par exemple co-op). Le type d'enseignement stage se démarque des autres par sa nature pratique qui varie, diffère d'un environnement de stage à un autre. Means work-term and is used whenever the instruction mode is practical and will vary depending on the work term' job description/tasks.
VD Vidéo-conférence/ Video-conference	Signifie que les cours sont communiqués par vidéoconférence à une salle externe en temps réel. Les cours VD sont offerts conjointement avec une section en présentiel (P) sur le campus de l'Université d'Ottawa. Les étudiants inscrits suivent donc le cours dans une salle de campus externe (VD), en même temps que les étudiants sur le campus UOTTA (P). Means that classes are offered in real-time via videoconference in a remote classroom. VD classes are offered jointly with an on-campus in-person class (P). Students enrolled in at a remote campus are thus in a remote classroom (VD) at the same time as on-campus students (P).