

Letter of Understanding

Between

OCADU Faculty Association (“the Association”)

And

OCAD University (“the Administration”)

(Together referred to as “the Parties”)

WHEREAS the COVID-19 pandemic and related public health guidance and provincial legislation have had a significant impact on normal University operations and course delivery;

And WHEREAS the COVID-19 pandemic has had a significant impact on the responsibilities, workload, and professional activities of many faculty members and academic staff;

And WHEREAS the Parties recognize that any modifications faculty members make to their courses to response to the COVID-19 pandemic are made in exceptional circumstances and will not be relied upon as a basis for requiring such modifications in any other circumstance or as evidence of a shared or past practice;

And WHEREAS the measures set out in this Letter are temporary in response to the COVID-19 pandemic and apply only for the period of the COVID-19 pandemic and the pandemic-related restrictions;

NOW THEREFORE the Parties agree as follows:

1. Regarding Workload

- a. Each Dean of Faculty will communicate with non-sessional faculty teaching remotely in 2021/22 to explore rebalancing individual faculty responsibilities and/or reducing service obligations in accordance with Articles 20 and 26 of the *Memorandum of Agreement*;
- b. The Administration commits to the principle of a transparent process of workload allocation;
- c. In assigning workload for the 2021/22 academic year, the increased workload involved in teaching certain courses and instructional sessions in certain formats in the context of the COVID-19 pandemic will be taken into account. Any significant increases in assigned service workloads associated with the COVID-19 pandemic will also be taken into account. Such increased workloads will be discussed and may be addressed by providing additional teaching supports such as increased TA hours.

2. Regarding Teaching and Mode of Delivery

- a. The Parties recognize the value of ongoing communication and engagement on issues pertaining to the COVID-19 pandemic on the delivery of curriculum, including the temporary migration of face-to-face classes to remote and/or alternative delivery models as an extraordinary measure and agree to continue this dialogue through the pandemic;
- b. The Administration does not have any intentions to offer a “dual delivery”¹ method of instruction. Prior to any change, the Administration will consult with the Association;
- c. Any additional work associated with teaching multiple sections of a course in different modes of delivery will be considered in the assignment of workload.

¹ “dual delivery” refers to the activity of fully presenting the course material concurrently in two different modes, such as delivering the course in-person and then separately recording course material for remote delivery.

3. Regarding Intellectual Property

- a. The Parties acknowledge and confirm a continued commitment to the Intellectual Property Rights of OCADFA members, as set out in the *Memorandum of Agreement*.

4. Regarding Course Evaluations, Reviews, and Assessments

- a. For the 2021/22 academic year, faculty may opt out of performance reviews in light of the extraordinary circumstances. Faculty who choose to opt out of undergoing performance review this year will receive a career progress increment only, and will be subject to performance review in 2022/23. Any unused merit funds in 2021/22 will be carried forward for allocation in the 2022/23 academic year;
- b. Student feedback on courses for the 2021/22 academic year will be used by individual faculty members for the review and improvement of their teaching and will not be used for any performance evaluation or career review of faculty members, including performance review processes and consideration for tenure or promotion;
- c. In light of the potential effects of the COVID-19 pandemic on the productivity of tenure-track faculty and their overall assessment during their probationary period, the Administration will contact individual tenure-track faculty via email by the end of the Winter 2022 semester to determine if that faculty member wishes to extend their probationary period by one additional year. Any such extension will not reduce any other extension to which the faculty member may be entitled under the *Memorandum of Agreement* or *Human Rights Code*.

5. Regarding Training and Academic Freedom

- a. The Administration will continue to make available to faculty delivering their courses remotely the resources, training and technical support to facilitate remote instruction;
- b. The Administration will compensate each Sessional faculty member hired to teach one or more courses remotely during the 2021/22 academic year a one-time stipend of \$650 in order to complete the Faculty Curriculum & Development Centre (FCDC) training course "Teaching Art & Design Online" which will take approximately 21 hours to complete. In order to be eligible for the stipend, each sessional faculty member must fully complete the course and obtain the certificate. The payment of the stipend will be issued upon the commencement of the first contract following the completion of such training;
- c. The Parties acknowledge and confirm a continued commitment to Academic Freedom for OCADFA members, as set out in the *Memorandum of Agreement*.

6. Regarding Extraordinary Expenses

- a. For the Fall and Winter 2021/22 terms, any sessional faculty member who incurs extraordinary expenses as a result of teaching classes remotely or through alternative delivery models may make a request to an Emergency Fund of \$2500 administered by the Office of the Vice-President, Academic & Provost for reimbursement against pre-approved receipted expenses to a maximum of \$100 per person in accordance with University policies and procedures. The office of the Vice- President, Academic & Provost will consider and response to such requests within 20 days;
- b. For faculty undertaking remote teaching, the Administration will support individual claims of admissible home office expenses against income tax through the issuance of the applicable tax form(s) in according with Revenue Canada standards for the 2021 tax year;

7. Regarding Vaccinations and Accommodations

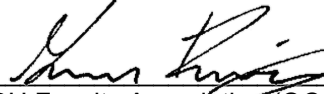
- a. The Parties encourage all eligible faculty members and academic staff to get a COVID-19 vaccine. All employees will be permitted to take paid time away from work to obtain their vaccination, whether scheduled or at a mobile clinic;
- b. Faculty who are unable to teach in the course delivery mode assigned to them, because of a need based on a protected ground under the Ontario *Human Rights Code*, shall identify their need for accommodation as soon as possible.

This agreement is effective upon signing and expires June 30, 2022, unless the Parties agree to extend it.

SIGNED AT TORONTO THIS 29 DAY OF November, 2021



OCAD University
Satoshi Uyede, Director, Labour Relations



OCADU Faculty Association (OCADFA)
Graeme Reniers, Executive Director