



ATTENTION: FQPPU MEMBERS

**LETTER OF UNDERSTANDING TEMPLATE
PLEASE DO NOT CIRCULATE**

LETTER OF UNDERSTANDING (DRAFT)

**EXCEPTIONAL AND TEMPORARY CHANGES TO REGULAR METHODS OF DELIVERY OF
TEACHING ACTIVITIES AND GRADUATE STUDENT SUPERVISION**

Letter of Understanding Between _____ University and _____ (Name of Association/Union)

WHEREAS there is a global coronavirus (COVID-19) pandemic;

WHEREAS a public health emergency was declared in an order in council in accordance with section 118 of the *Public Health Act* on March 13, 2020 (Quebec government);

WHEREAS there has been a prohibition of gatherings by the Direction de la santé publique and measures of social distancing in the context of the pandemic have the effect of prohibiting all gatherings of people, whether for a university course being taught in the classroom or for the supervision of graduate students;

WHEREAS the current academic term was interrupted as of March 13, 2020, and interrupted courses cannot be taught in person;

WHEREAS the parties are willing to implement exceptional and temporary makeup measures to allow for completing the current term when possible;

WHEREAS the exceptional and temporary makeup measures will require adjustments to the usual methods of delivery of teaching activities for the Winter 2020 term;

WHEREAS the adjustment of the affected courses requires material resources that the University must make available to professors;

WHEREAS the University acknowledges that academic freedom is inherent to the performance of professorial duties;

WHEREAS professors covered by the current collective agreement are the sole decision-makers with regard to the means and teaching methods used for the makeup measures;

WHEREAS the current work context is unusual and not optimal for professors (health emergency, children at home, caring for a family member, etc.);

The whereas clauses form an integral part of this letter of agreement.

The parties agree as follows:

1. The University will maintain class sizes as if teaching were to have continued to be provided in the classroom.
2. Professors are the sole copyright holders for the pedagogical and intellectual content and all other materials they create, no matter the method or form of expression or dissemination, and they may freely make use of such content and materials.
3. Pedagogical materials prepared for credited teaching activities cannot be reused without the consent of the professor who prepared them.
4. Recognition in the workload must be the same as if the course were to have been delivered in its usual method.
5. The University must maintain the same conditions set out in the collective agreement for courses usually delivered remotely.
6. Student course evaluations must be suspended for the period set out in this letter for courses that were adjusted so as to be delivered remotely.
7. The health emergency context may not serve as a precedent or obligation to force a shift toward remote teaching beyond the period of the health crisis.
8. Professors may decide to base their assessments of their students on the assessments completed prior to the start of the COVID-19 crisis.
9. Term: exceptional and temporary measures will only apply for the Winter 2020 academic term (or for any other term agreed upon by the parties).¹
10. In the event that the government were to decide, by means of an order in council or ministerial order, to impose additional measures that would apply to universities during the health emergency period, the parties may agree upon additional terms beyond those included in this letter of agreement.

IN WITNESS WHEREOF, the parties have signed this letter in _____, on this ____ day of _____ 2020.

UNIVERSITY

ASSOCIATION / UNION

¹ Note: *As the health emergency situation is rapidly evolving, it is not recommended that the term of the letter of understanding be expanded to the Summer 2020 and Fall 2020 academic terms.*