

**LETTER OF UNDERSTANDING**

**between**

**WILFRID LAURIER UNIVERSITY**

**and the**

**WILFRID LAURIER UNIVERSITY FACULTY ASSOCIATION**

**Re: Winter 2022 COVID Provisions**

**On behalf of Wilfrid Laurier University**

Whereas the University planned for a fully in-person Academic Term for Winter 2022, but has declared a period of Academic Disruption under Policy 2.5 due to COVID-19, for the period of January 4<sup>th</sup>, 2022\*, through to January 28<sup>th</sup>, 2022, (*\*note: Academic Disruption begins January 3<sup>rd</sup> for Faculty of Education*); and

Whereas previous agreements regarding COVID-19 provisions have expired.

The Parties agree to the following:

- I. The parties will meet weekly during the month of January to discuss the COVID situation and this LOU will be reassessed on or before January 21st based on public health guidelines and the changing pandemic realities.
- II. For the period of Academic Disruption, all intramural courses, labs and tutorials will be delivered remotely. To ensure the university can provide technical support when needed, instructors are encouraged to utilize institutionally supported eLearning tools and technologies including, but not limited to, Zoom, the Microsoft 365 suite of solutions, and the tools available in our Myls environment.
- III. With informed consent of the instructor and students, some music studios may occur in person, if in compliance with public health guidelines.
- IV. Course outlines should be available to Chairs and students no later than the first week of classes and should include the following statement:

*The course schedule, evaluation scheme, methodology, assessments, lab and tutorial attendance, testing and final exam policies have been planned based on*

*current public health guidelines. Should these guidelines change, any adjustments will be communicated to students.*

- V. All course outlines will carry the following statement that remote course material is the intellectual property of the instructor. MyLS “lecture capture” material will also be identified as the intellectual property of the faculty member whose material has been “captured”.

*The educational materials developed for this course, including, but not limited to, lecture notes and slides, handout materials, examinations and assignments, and any materials posted to MyLearningSpace, are the intellectual property of the course instructor. These materials have been developed for student use only and they are not intended for wider dissemination and/or communication outside of a given course. Posting or providing unauthorized audio, video, or textual material of lecture content to third-party websites violates an instructor’s intellectual property rights, and the Canadian Copyright Act. Recording lectures in any way is prohibited in this course unless specific permission has been granted by the instructor. Failure to follow these instructions may be in contravention of the university’s Student Non-Academic Code of Conduct and/or Code of Academic Conduct and will result in appropriate penalties. Participation in this course constitutes an agreement by all parties to abide by the relevant University Policies, and to respect the intellectual property of others during and after their association with Wilfrid Laurier University.*

- VI. Instructors seeking flexibility in the preparation of their courses in time for the first week of classes should consult with their Department Chair or equivalent; any requests for such flexibility will not be unreasonably denied.

The Parties further agree that:

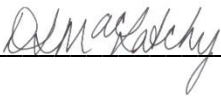
- I. The University will provide faculty with information on the health and safety protocols that will be in place for classrooms in advance of the resumption of in-person teaching
- II. Requirement for in-person instruction will be subject to legislatively required accommodation under the ESA and Human Rights Code; to ensure confidentiality, accommodation requests should be directed to Human Resources. Medical accommodation requests will be adjudicated through Cindy Gruhl, Manager Health and Abilities and Family Status accommodation requests will be adjudicated through Dana Lavoie, Manager of Equity and Accessibility, as per Policy 8.7 Employment Accommodation. <https://www.wlu.ca/about/governance/assets/resources/8.7->

[employment-accommodation-policy.html](#) ; the University will exercise compassion in its application of its accommodation policy and procedures.

- III. Full-time faculty travel plans continue to be impacted by COVID-19; for this reason, there will be a carry over of the unused portion of the 2021-2022 Travel Funds to the 2022-2023 year; travel funds may be used for professional expenses other than travel if travel restrictions are enacted by the government
- IV. The carry over limit for PER funds in Articles 28.7.6 (CTF CA) and 38.2.2 (FT CA) will be waived in order for faculty to be able to carry over the entire PER balance they hold as at August 31, 2022 (CTF) or June 30, 2022 (FT)

This Letter of Understanding expires January 28<sup>th</sup>, 2022.


**On behalf of WLU**

  
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Date: December 20, 2021

Deborah MacLatchy, President

**On behalf of WLU Faculty Association**

  
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Date: December 20, 2021

Rob Kristofferson, President, WLUFA