MEMORANDUM OF UNDERSTANDING

Between:

Brandon University

Employer

-and-

Brandon University Faculty Association

Union

RE: Transition to Reopening during Spring/Summer Term 2022 (COVID-19 Pandemic)

WHEREAS the Employer has announced that it will continue transitioning to reopen campus, with the result that some courses will be delivered online and some will be delivered in-person in the Spring/Summer 2022 academic term;

WHEREAS management reserves the right to return to full remote learning (Phase Blue) should there be a resurgence of the COVID-19 pandemic in Manitoba and public health guidelines and/or orders recommend or require it; and

WHEREAS, in these unique circumstances, the Parties have agreed to temporarily adjust the terms and conditions set out in the Collective Agreement as set out in this Memorandum of Understanding notes exceptions:

The Parties agree that:

- 1) The Employer shall provide reasonably required support to Members opting to use Moodle, Zoom, Top Hat, and/or Microsoft Teams to teach their courses, pursuant to Article 33.6. If a Member chooses to teach using a different software or application pursuant to Article 33.12, the University shall provide such support where reasonable, but the member is ultimately responsible for their own training.
- 2) No Member may be required to adopt a hybrid teaching model (simultaneously online and in-person). Where the Member, Department, and Dean agree to offer a hybrid course, the Employer shall provide reasonable supports.
- 3) Members shall not be required to be on campus for the portion of their workload that is being performed remotely. The Dean/Director, through consultation with the Member and the Department, or an appropriate sub-committee of the Department will determine the portion of the workload that may be performed remotely.
- 4) Courses offered online do not comply with the BUFA Collective Agreement's provision on teaching evaluation so no Member teaching in an online format will be required to submit to student evaluations of teaching for courses delivered in the Spring/Summer term of the 2022. Members may opt for student evaluations of teaching if they so choose. No data collected from student evaluations of online teaching will be transmitted to Deans without the express permission of the Member. For the Winter term of the 2021-2022 academic year, the section of Article 11.2 requiring that "Each Faculty/Unit will work with the Centre for Teaching, Learning, and Technology (CTLT) to devise an instrument for use in soliciting student

- feedback" is suspended. In its place, individual Members may opt to use existing student feedback tools, develop their own tool, or opt not to solicit feedback.
- 5) All provisions in this MOU are temporary and shall expire on August 24, 2022, at which point the strict language of the Collective Agreement shall govern.
- 6) The Parties shall reconvene not later than August 10, 2022 to assess the public health situation and determine whether any part of this MOU may be extended into the Fall 2022 term.

On behalf of the BUFA

Print Name:

Dr. Gautam Srivastava

Date: May 24/22

On behalf of Brandon University

Print Name: KOFL CAMPBELL

Date: May 24/2020