

**Memorandum of Understanding (“MOU”)
RE: Forum Of Course Delivery**

WHEREAS the societal obligations of the University towards the public are best accomplished through collegial governance at the Departmental, Faculty, and University level;

AND WHEREAS the *Post-Secondary Learning Act* SA 2003 c.P-19.5 (“*PSLA*”) enshrines in legislation the respective responsibilities of the Dean, the General Faculties Council and the individual Faculty and School Councils in relation to the oversight and organization of the academic affairs and programs of study at the University;

AND WHEREAS the Collective Agreement between the Governors of the University of Alberta and the Association of the Academic Staff of the University of Alberta (the “Collective Agreement”) provides for obligations and entitlements for both the University’s Senior Administrators and Academic Faculty Members/Academic Teaching Staff Members (the “Members”) with respect to each Member’s specific teaching responsibilities;

AND WHEREAS the Parties wish to reasonably strive for collaborative, cooperative and mutually agreeable arrangements between Department Chairs and Members with regard to Forum, as defined herein.

NOW THEREFORE the Parties wish to work together in the best interests of the University of Alberta as well as the Members respecting the forum of course delivery, meaning, whether a course will be delivered in-person, remotely, or as a hybrid (the “Forum”), and hereby agree as follows:

1. In discussions and decisions concerning Forum pursuant to the process herein, the Department Chair and the Member will make their best efforts to ensure that the Faculty or School Council’s overall objectives for the program of study are accomplished.
2. Any Member wishing to have input regarding, or to advocate for, a particular Forum or change of Forum for a course they are, wish to be, or are likely to be assigned has the right to make such a request to the Department Chair and to meet with the Department Chair to meaningfully discuss the request.
3. Such a request shall be in writing and made with as much advance notice as is practicable in the circumstances, and preferably in advance of course assignments.
4. A Department Chair who has received a Member’s request as noted above will meet with the Member as soon as reasonably practicable, as the parties recognize the issue may be time sensitive.
5. Discussions during the meeting shall include, but not be limited to: potential solutions that consider the circumstances of the Member, the needs of the University and its students, the specific course content, the approved course description, and academic policy. Additional alternative solutions will be considered, including the potential for the Member to exchange a course or a section of a course with a consenting colleague.
6. The Department Chair shall consider the Member’s request and input, including any of the pertinent matters noted in Paragraph 5 above, in good faith and make a fair and unbiased decision in respect of Forum consistent with the considerations arising from this MOU and having accounted for the provisions of the current Collective Agreement regarding teaching responsibilities.
7. The Department Chair shall provide written notice to the Member of the outcome of the Member’s request/input regarding each applicable course(s), including a brief explanation of the rationale for the Chair’s decision. Such notice shall be provided to the Member within a reasonable time after the meeting

referred to in paragraph 4 above, accounting for how soon the finalizing of the class assignments and Forum needs to be made.

8. Where a dispute remains between the Department Chair and the Member over the Forum, the dispute resolution provision within Articles A2.06 or D2.05 of the Collective Agreement, as applicable, shall apply, with the requirement that the Member provide written notice of the dispute to the Dean within 15 calendar days following receipt of the Chair's written notice to the Member referenced above in paragraph 7. In the case of a non-departmentalized Faculty where there is no Chair and the initial decision regarding Forum was instead made by the Dean, Articles A2.06 and D2.05 will apply in the same manner except the decision maker regarding the dispute regarding Forum will be the Provost instead of the Dean.

9. Nothing in this MOU shall be construed to impact the pedagogical choices of Members in regards to the specific course content for the courses within their teaching responsibilities.

10. Nothing in this MOU shall be construed to derogate from the right of a Member to be accommodated to the point of undue hardship for reason of a personal characteristic protected by the *Alberta Human Rights Act*.

11. Nothing in this MOU shall preclude the Parties from negotiating a modified or different agreement with respect to Forum-related issues during collective agreement bargaining.