MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

QUEEN'S UNIVERSITY ("UNIVERSITY")

AND

THE QUEEN'S UNIVERSITY FACULTY ASSOCIATION ("QUFA")

(Collectively referred to as "the Parties")

Re: USATs and the QSSET pilot

WHEREAS, the University decided in mid-March 2020 to suspend in-person classes, and to move toward remote delivery of academic programming, as part of its response to the evolving and unprecedented challenges posed by COVID-19 to the health and safety of members of the Queen's community, and to the University's operations;

AND WHEREAS, the University and QUFA acknowledge the aforementioned decisions, and their timing, affect the USAT process and the QSSET pilot underway;

AND WHEREAS, provisions in the Collective Agreement, including without limitation, Article 29.3 and Appendix E, are implicated, as is the QSSET pilot in the Winter Term 2020 as authorized by the JCAA;

NOW THEREFORE, the Parties agree as follows:

1. In respect of courses for which a USAT was to be conducted in the last three weeks of the Winter 2020 Term as per Article 29.3 of the Collective Agreement, the Office of the University Registrar will be instructed to collect and destroy all USAT forms including any that had been distributed to Units, and there will not be USATs conducted for said courses;

2. In respect of courses which were scheduled to participate in the QSSET pilot in the Winter Term of 2020, the pilot is hereby suspended and, therefore, will not proceed;

3. Members, especially those who are reliant on assessment of their teaching for future employment or promotion, shall be encouraged to exercise their right to submit, as per Article 29.1.6, "any information [they] believe to be relevant to the review of their teaching performance, including a Teaching Dossier per Article 29.2";

4. Similarly, an instructor may submit, with a view to improving course design and/or teaching effectiveness, a Member's Course Survey if it satisfies all of the criteria and conditions set out in Articles 29.4.1 and 29.4.2 of the Collective Agreement;

5. Notwithstanding paragraphs 3 and 4 above, Members shall not be penalized for the absence of USAT or QSSET results in the Official File as
per Article 34.2.4 for the Winter Term of 2020 during assessment processes with respect to Article 28 Annual/Biennial Performance Review, Article 30 Renewal, Tenure and Promotion for Tenure-Track and Tenured Faculty, and Article 32 Reappointment and Promotion of Adjunct Members; and,

6. This MOA is without prejudice and without precedent to any and all future matters between the Parties except as expressly set out in this MOA.

Signed on behalf of the University this ___ day of __, 2020.

Dan McKeown

Signed on behalf of QUFA on this 20 day of March 2020.

Elizabeth Hanson