Schedule D
MOA re: Consideration in Future Personnel Processes

BETWEEN

QUEEN'S UNIVERSITY ("QUEEN'S")

AND

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

(Collectively referred to as "the Parties")

WHEREAS the Parties entered into an LOU re the COVID-19 Emergency, and related MOAs, that temporarily modify certain provisions of the Collective Agreement;

AND WHEREAS, the Parties recognize that the COVID-19 Emergency may pose challenges for Members, and this may have ramifications for future personnel processes;

NOW THEREFORE, the Parties agree as follows:

1. Evaluation of Teaching Performance: The Parties agreed to suspend the student assessment of teaching (USATs and the QSSET pilot) in Winter 2020 (as per the MOA at Schedule A), but will refer consideration of administration of QSSET during the 2020-2021 academic year to the Queen’s Interim Implementation Committee (QIIC). The QIIC will make a recommendation to JCAA by August 30, 2020 and the JCAA shall decide whether to proceed with QSSETs or to suspend student assessments until in-class teaching resumes. In the event that no surveys are conducted, no Member will be penalized or prejudiced in any future personnel process for the absence of these survey data. Members will be encouraged to submit information relevant to their teaching performance, including a teaching dossier and the results of Member Course Surveys per Article 29. Where there may not be any information related to the Member’s teaching performance for this period, the Member’s teaching performance will be deemed satisfactory.

2. Alteration of Balance of Responsibilities: If changes in teaching, professional practice, research and/or administrative and professional service attributable to
the COVID-19 Emergency produce temporary alterations in the distribution of a Member’s Academic Responsibilities, Members may report such changes in Annual/Biennial Performance Reviews, Academic Leave Reports, or applications for Renewal and Tenure. Queen’s shall give due consideration to these reports.

3. **Facilities & Support:** The Parties acknowledge that Queen’s response to the COVID-19 Emergency may affect the facilities and support that Queen’s can provide to Members and that this may have an impact on Members’ performance of their duties. Members may report the effect of these altered facilities and supports on their teaching, professional practice, research and/or administrative and professional service during this period in Annual/Biennial Performance Reviews, Academic Leave Reports, Term Adjunct Appointment Reports, applications for Renewal, Tenure or Continuing Appointment, or applications for SRoR, GRoR or Continuing Adjunct appointment. Queen’s shall give due consideration to these reports.

4. **Social Services:** The Parties acknowledge that the COVID-19 Emergency has altered the normal provision of public and private services. These alterations may have an impact on Member’s performance of their duties. Members may report the effect of these altered services on their teaching, professional practice, research and/or administrative and professional service during this period in Annual/Biennial Performance Reviews, Academic Leave Reports, Term Adjunct Appointment Reports, applications for Renewal, Tenure or Continuing Appointment, or applications for SRoR, GRoR or Continuing Adjunct appointment. Queen’s shall give due consideration to these reports.

5. **Research:** The Parties acknowledge that Members who have applied for or who hold research grants must comply with rules set by funders with respect to deferrals or modifications of their research plans. Queen’s will give due consideration to these constraints and will administratively assist Members in complying with these constraints where possible. In addition, Members may lose research funding and opportunities due to the COVID-19 Emergency. Members may report how these altered circumstances have affected their performance during this period in Annual/Biennial Performance Reviews, Academic Leave Reports, or applications for Renewal or Tenure. Queen’s shall give due consideration to these reports.
6. **Specific Right of Reappointment for Term Adjuncts**: Term Adjuncts with an SRoR for a course that is normally taught in class shall retain this right for courses taught remotely during the COVID-19 Emergency. Where a Term Adjunct is assigned an online or remote course that they would normally have offered in the classroom, that course shall be deemed to have been taught in “the same delivery format” per Article 32.2.1 as past and future classroom offerings of that course.

7. In addition to the specific responsibility assigned to it in Paragraph 1 of this MOA, the JCAA is charged with oversight of this MOA. “COVID-19 Consideration in Future Personnel Processes” will be a JCAA agenda item until the Parties agree that it is no longer necessary.

SIGNED THIS 22nd DAY OF May, 2020.

For Queen’s

For QUFA