

**Memorandum of Understanding – 24      FACULTY COURSE SURVEY**

This Memorandum 24 from the July 1, 2020 to June 30, 2023 collective agreement is appended to the current collective agreement for historic purposes.

The parties agree to maintain it in the event of an outstanding appeal arising from application of the terms of the Memorandum of Understanding. Any references in this Memorandum to “current” Collective Agreements refer to prior Collective Agreements.

Pursuant to an arbitration award dated June 28, 2018 regarding the University’s Faculty Course Survey found in Appendix F and Appendix F Addendum of the Faculty Association Collective Agreement, Arbitrator Kaplan directed that the University Administration and the Faculty Association do as follows:

- The collective agreement is to be amended to ensure that FCS results are not used to measure teaching effectiveness for promotion or tenure. A necessary corollary of this direction is that the numerical weighting system in the FCS be replaced with an alphabetical one. Question 15 should be struck.
- The parties are directed to meet and agree upon an appropriate, user-friendly, intelligible and easily accessible mode of presentation of FCS data in the form of a frequency distribution together with response rates.
- The parties are also directed to ensure that Deans and DECs, FTCs, FPCs and any others charged with evaluating faculty are educated – a process already set out in the collective agreement – in inherent and systemic biases in SETs so that FCS results can be considered in light of their actual and inherent limitations and with necessary context.
- The parties are directed to meet and try to agree upon governing guidelines to be incorporated into the collective agreement.
- The parties are further directed to establish a properly resourced joint committee with hard time lines to consider the current FCS and the possible revision/addition to the questions that are asked, the provision and use of comments, the process and methodology for FCS administration including paper, online, in class, scheduled time, and data tracking of response rates.
- Until and unless the parties agree on a substitution for the online system for non-online courses, it is to be discontinued for probationary faculty.

Note that this current version of the collective agreement, including Appendix F Addendum, contains amendments for the implementation of the first and last bullet above.

It should be noted that, as the time of signing this collective agreement, the parties have made progress on the remaining bullets mentioned immediately above and that this is a continuing exercise between the University administration and the Association.