

Memorandum of Understanding
between the
University of Rhode Island Chapter/American Association of University Professors
and the
University of Rhode Island

April 3, 2020

This Memorandum of Understanding includes all agreements made between the University of Rhode Island Chapter of the American Association of University Professors (hereinafter, the Association) and the University of Rhode Island (hereinafter, the University) pursuant to the COVID-19 emergency of 2020. All other provisions of the collective bargaining agreement (hereinafter, the Agreement) shall remain in full force and effect.

1. The relaxation of deadlines.

Every effort will be made to meet the deadlines currently included in the Agreement. Should circumstances require, however, the parties agree to the following modifications:

- A. In modification of §16.3.4 and §20.3 of the Agreement, the President/Provost's decisions concerning promotion and/or tenure shall be issued by May 1, 2020.
- B. In modification of §25.3.2 of the Agreement, Deans' reviews of Lecturers, Senior Lecturers, and Teaching Professors, as well as Deans' decisions concerning promotions to Senior Lecturer and Teaching Professor, shall be issued by May 1, 2020.
 - a. Those denied promotion to Senior Lecturer may appeal such a decision to the President/Provost by May 15, 2020. A final decision shall be made by the Provost by May 29, 2020.
 - b. Decisions concerning promotion to Teaching Professor shall be made by the Provost by May 29, 2020.
- C. In modification of §15.11, pre-tenure reviews shall be completed by the Provost by May 29, 2020.
- D. In modification of §15.7, Department Chairpersons shall provide to the Dean department procedures for peer review, as well as the names of those scheduled for or seeking review, by May 15, 2020.

2. The end of the Academic Year.

The parties agree that May 17, 2020 is the end of the 2019-2020 Academic Year and shall substitute May 17, 2020 for any references to Commencement Day as the end of the 2019-2020 Academic Year.

3. Student Evaluation of Teaching

In modification of §15.12, the administration of the student evaluation of teaching instrument (i.e. the IDEA instrument) shall be suspended for spring semester 2020. Faculty and/or the Administration may query or survey students concerning their experiences as learners, but the results of such efforts may not be used in annual reviews or as any part of the appraisal of faculty performance.

4. Changes in teaching modality.

The parties agree that the rapid shift to remote teaching was made necessary by the COVID-19 emergency. Absent this emergency, the Administration will follow established rules, protocols, and practices regarding teaching modality, including relevant provisions of the University Manual, Graduate School Manual and/or the Agreement.

5. Extension of the tenure clock.

Recognizing the disruption caused by the current emergency, the Administration agrees to delay the date of mandatory tenure review for all current, pre-tenure faculty by one (1) year, per the following stipulations:

- A. Current, pre-tenure faculty is defined as those faculty who have tenure track appointments, who have yet to achieve tenure, and who are employed at the University of Rhode Island as of April 3, 2020. This agreement does not apply to individuals who have been or will be hired by the University but whose dates of appointment to the University or to a tenure track position at the University are after April 3, 2020. Nor does this agreement apply to faculty whose tenure cases are currently under consideration.
- B. Faculty covered by this agreement may choose to apply for tenure by the date specified in their original letter of appointment or by the COVID-19 extension date. Should they elect to apply by the date in their original letter of appointment, they must notify their Dean by May 1 of the year preceding the date of mandatory tenure in their original letter of appointment. The original date then becomes the date of mandatory tenure review and the faculty member is subject to all the consequences of review, including those that may result from a negative determination per §19.5.
- C. Faculty covered by this agreement who have already been granted an extension of their tenure clock may choose to apply for tenure by the date

specified in their original letter of appointment (per §19.2), by the date of their prior extension, or by the COVID-19 extension date. Should they elect to apply by the date in their original letter of appointment or by their prior extension, they must notify their Dean by May 1 of the year preceding date in their original letter of appointment or letter of prior extension. The original or previously extended date then becomes the date of mandatory tenure review and the faculty member is subject to all the consequences of review, including those that may result from a negative determination as per §19.5.

- D. Per §19.2, faculty may, in unusual circumstances, apply for an early tenure decision. Only applications for tenure decisions prior to the date originally specified in the letter of appointment shall be considered early tenure decisions.
- E. Under this agreement, promotion to associate professor shall be considered at the same time as the tenure decision and may not be considered separately.
- F. The pre-tenure review under §15.11 is not affected by this agreement and shall take place in the fourth year of appointment for all pre-tenure faculty with no more than one (1) year credit toward tenure.

For the University

Ane Marie Coleman 4/5/2020

Anne Marie Coleman
Assistant Vice President for Human Resource
Administration

Date

For the Association

Jay Walsh 4/3/2020

Jay Walsh
Executive Director

Date