

MEMORANDUM OF UNDERSTANDING

WHEREAS, effective July 1, 2019, the permanent University Provost left the employ of the University for another employment opportunity;

WHEREAS, effective August 19, 2019, the University seated Dr. Ioannis Miaoulis as its eleventh President;

WHEREAS, President Miaoulis, with the support of the Board of Trustees, has determined that it would be advantageous and in the best interests of the University for him to assume a dual role as both President and Provost for the 2019-2020 academic year so as to, *inter alia*, better orient himself to the University's academic enterprise, and more specifically to strategically evaluate the strengths and needs of the Division of Academic Affairs;

WHEREAS, the University intends to conduct a full, national and competitive search for a new Provost during the 2019-2020 academic year;

NOW COME, Roger Williams University and the Roger Williams University Faculty Association (hereinafter "RWUFA" or "Association") and enter this memorandum for purposes of clarifying and memorializing their intent and understanding as to the matters described herein.

1. Effective August 19, 2019 and continuing through June 30, 2020, Vice Provost Robert Shea ("Shea") will serve as the Provost's exclusive designee for purposes of carrying out the responsibilities of the Provost as they are enumerated in their collective bargaining agreement (CBA).

More specifically, President Miaoulis fully delegates to Vice Provost Shea the authority to execute the contractually-prescribed duties of the Provost as related to the following provisions of the CBA:

- a.) Granting exceptions to overloads; assignment of courses and other duties to faculty. Lines 399-400; 415-428; 562-566; 747-750; 3743-3746;
- b.) Allocating space. Lines 684-688;
- c.) Fielding report and recommendation of deans regarding Department chair/Program Coordinators evaluation and compensation. Lines 818-822; 881-885; 927-931;
- d.) Initial appointments of faculty. Lines 962-972;
- e.) Approving visiting faculty appointments. Lines 1007-1011;
- f.) Approving lecturer appointments and reappointments. Lines 1008-1019; 1475-1479;
- g.) Approving RWU faculty requests to participate in faculty exchange. Lines 1033-1037; 1060-1062;

- h.) Granting, at time of initial probationary appointment, credit for prior full-time tenure track experience at another accredited college or university toward eligible service for tenure with promotion. Lines 1087-1099;
- i.) Reappointing probationary faculty. Lines 1100-1104; 1502-1507;
- j.) Providing input on general abilities of individual faculty members during the evaluation process. Lines 1140-1144;
- k.) Fielding requests for approval of alternative evaluation instruments. Lines 1547-1555;
- l.) Making observations of faculty teaching effectiveness. Lines 1591-1595;
- m.) Fielding UFRC report and analyses, as well as any associated faculty responses. Lines 1614-1622;
- n.) Participating in the non-comprehensive review of probationary faculty. Lines 1723-1734; 1742-1743;
- o.) Participating in the pre-tenure comprehensive review of probationary faculty. Lines 1829-1835; 1852-1858; 1897-1922; 1930-1932;
- p.) Participating in the comprehensive review for consideration for tenure with promotion. Lines 2022-2031; 2048-2058; 2069-2080; 2090-2095; 2120-2125;
- q.) Participating in the comprehensive review for promotion to full professor. Lines 2229-2235; 2257-2284;
- r.) Participating in the post-tenure review of tenured faculty. Lines 2321-2326; 2358-2362;
- s.) Participating in faculty evaluation process as outlined in the summary table set forth at CBA lines 2374-2381;
- t.) Fielding UFRC election results and announcing them to the faculty. Lines 2463-2464;
- u.) Fielding confidential reports of UFRC. Lines 2474-2487;
- v.) Approving requests by tenured faculty to delay evaluation. Lines 2533-2535;

- w.) Fielding notice of non-reappointed or terminated faculty of desire to work terminal semester or year (as applicable). Lines 2614-2632.
- x.) Serving as Step 1 grievance hearing officer. Lines 2652-2669;
- y.) In the case of enrollment declines triggering program curtailment/retrenchment provisions, meeting with relevant Dean and affected faculty to provide advance notice of possible retrenchment. Lines 2806-2809. Providing notice to faculty affected by actual retrenchment. Lines 2862-2871;

z.) Serving (or appointing designee to serve) as a member of the Foundation to Promote Teaching and Scholarship and appointing Dean. Lines 3324-3328; Granting consent for future Foundation support eligibility to faculty who fail to accomplish project for which support was granted. Lines 3403-3406; Granting faculty permission, in exceptional cases, to teach overload during release semester. Lines 3411-3415. Consulting with faculty and dean in cases where exigent circumstance prevents use of a course release in the semester that it is authorized. Lines 3415-3419.

aa.) Fielding requests by faculty to suspend tenure review process on account of parental leave. Lines 3565-3574;

bb.) Approving requests for an MBU on sabbatical to hold a full-time job. Lines 3608-3612;

cc.) Fielding applications for sabbatical leave and finally determining which faculty shall receive sabbaticals. Lines 3667-3683;

dd.) Fielding reports and other demonstrative evidence of achievement of proposed outcomes from faculty returning from sabbatical. Lines 3697-3703;

ee.) Making determinations on requests for academic leaves of absence. Lines 3715-3717;

ff.) Appointing administrative representatives to the Professional Development Committee; Lines 4384-4387.

2. Additionally, and though not treated in the CBA, Vice Provost Shea shall be the designated responsible liaison between the RWUFA and the administration for non-routine personnel issues involving or relating to non-aligned, administrative staff within the division.
3. All authority, duties and responsibilities of the President that are expressly and specifically described in the CBA are and shall be retained by Dr. Miaoulis.

This agreement is without precedential value and represents the entire agreement of the relative to the matters referenced herein. The parties agree that it is not to be interpreted as affecting any other provision(s) of the parties' collective bargaining agreement (except those set forth herein), nor is it to be construed other than as is expressly set out herein.

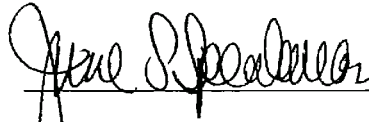
FOR THE UNIVERSITY



Date: 10.22.19

Robert Shea, Ph.D.
Vice Provost

FOR THE ASSOCIATION



Date:

10/21/19

June Speakman, Ph. D.
Professor and RWUFA President