

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is by and between the University of Massachusetts Dartmouth (University) and American Federation of Teachers Local 1895, AFL-CIO Faculty Federation (Union)(collectively, the Parties).

WHEREAS, the Parties recognize the major disruptions and impacts resulting from the COVID-19 pandemic; and

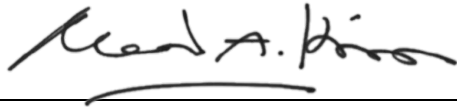
WHEREAS, the Parties wish to develop a clear process to allow certain faculty who are on a tenure track, but not yet tenured (untenured faculty) to delay their previously-established tenure decision year (TDY); and

NOW THEREFORE, for the mutual promises and considerations contained herein, the Parties agree as follows:

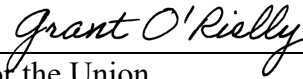
1. Notwithstanding any provision contained in the Parties' collective bargaining agreement or any current procedure or practice to the contrary, any faculty member hired on a tenure track contract on or prior to September 1, 2020 shall have their tenure decision year (TDY) and any prospective contract renewal recommendations, extended by one calendar year.
2. This delay in tenure decision year will be in addition to any other approved extension.
3. Any delay resulting from the tenure extension referred to in paragraph 1, above, shall also delay by one calendar year any third- and fourth-year or fifth- and sixth-year contract renewal review (except for fifth- and sixth-year contract renewal reviews due in 2020, which are subject to a separate Memorandum of Agreement).
4. The Administration shall issue a notice, substantially similar to Attachment A, to each impacted faculty member containing current and amended dates for tenure decision year and any third- and fourth-year or fifth- and sixth-year contract renewal review.
5. Any current untenured faculty member may opt to return to their original schedule (including any consideration for third- and fourth-year or fifth- and sixth-year contract renewal that had, by that time, not been completed) by providing notice to their Chairperson and Dean in writing no later than May 15 in the academic year immediately preceding their tenure decision year, or a year in which their third- and fourth-year or fifth- and sixth-year contract renewal is due.
6. In all cases, consideration for third- and fourth-year or fifth- and sixth-year contract renewal recommendations or tenure will otherwise follow all standards, ratings, and timetables contained in Article VII of the Parties' collective bargaining agreement. The Department tenure standards that were in place at time of hire will apply to the tenure reviews. No decision or notification, or lack thereof, made pursuant to this Agreement shall be used in any way for consideration for contract renewal or tenure.
7. Notwithstanding any delay implemented in accordance with this Agreement, nothing in this Agreement shall allow further consideration following a third- and-fourth or fifth-

and sixth-year contract renewal or tenure; any untenured faculty member who is not awarded a contract renewal or tenure during his/her original or delayed TDY may not seek to be considered or reconsidered for contract renewal or tenure in any subsequent year.

Signed this 8th of April, 2020, by



For University



For the Union

Attachment A: Sample Notice to Faculty