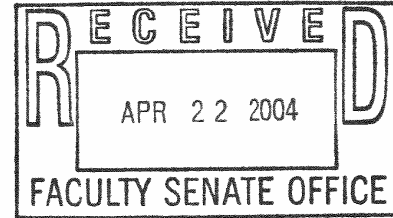




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MEMORANDUM

To: Donna E. Shalala, President

From: Mary Coombs
Chair, Faculty Senate *MC*

Date: April 8, 2004

Subject: Faculty Senate Legislation #2003-20(B) – Modification of Faculty Manual section C4.4-Joint Appointments

The Faculty Senate, at its March 31, 2004 meeting, voted unanimously to modify section C4.4 of the Faculty Manual to spell out the procedures to follow when offering joint appointments between departments or between a department and a center or institute and processes for clarifying the faculty members' obligations and rights vis-à-vis each of the units. In the course of the discussion it was the consensus of the body that the agreement referred to in C4.4(c) need not be as detailed as the sample but should cover those issues that the parties to that agreement believe should be specified. For your reference, enclosed are the proposed changes in underline (addition) and ~~striketrough~~ (deletion) format as well as a clean copy incorporating the proposed changes.

This legislation is now forwarded to you for your action.

MC/kl

cc: Luis Glaser, Executive Vice President and Provost

Faculty Senate
1252 Memorial Drive, 325 Ashe Admin. Bldg.
Coral Gables, Florida 33124
Phone: (305) 284-3721 • Fax: (305) 284-5515
<http://www.miami.edu/FacultySenate>
email: facsen@miami.edu

CAPSULE: Faculty Senate Legislation #2003-20(B) – Modification of Faculty Manual section C4.4-Joint Appointments

PRESIDENT'S RESPONSE

APPROVED:  DATE: 4/22/04
(President's Signature)

OFFICE OR INDIVIDUAL TO IMPLEMENT: Provost

EFFECTIVE DATE OF LEGISLATION: _____
(if other than June 1 next following)

NOT APPROVED AND REFERRED TO: _____

REMARKS (IF NOT APPROVED): _____

**Proposed changes in underline (addition) and strikethrough (deletion) format
(for your reference, a clean version incorporating the changes is included on the next page)**

C4.4—_____ Joint Appointments

(a) Members of the University Faculty may hold appointments in two or more schools or in two or more departments within a school; or in a school or department and an interdisciplinary/multidisciplinary center or institute. Such appointments may be for an indefinite or for a defined term. Such appointments imply financial support from both academic units and should be made to promote interdisciplinary or inter-professional teaching and research. Recommendations on salary, merit increases, promotion, and tenure, and assignment of teaching and research responsibilities shall be determined by both the units involved. The holder of a joint appointment shall be entitled to vote in both units, but may not vote twice on the same question. In all joint appointments, one unit shall be designated as the "unit of primary administrative responsibility" for such matters as salary, promotion, tenure, and teaching assignment. Persons holding joint appointments must designate the unit of primary administrative responsibility as the school or department in which to exercise their voting rights on university matters. Joint appointments with centers and institutes may only be for a defined term.

(b) An academic unit wishing to offer a joint appointment to a faculty member holding a primary appointment in another unit of the University must first consult with the chair, if any, and dean of that unit. The unit where the joint appointment will be held must then submit a request to the Provost indicating the rationale for the joint appointment, the candidate's current primary appointment, and the length of the requested appointment, if it is to be for a defined term. The request shall include an agreement, as specified in (c), below.

(c) There shall be an agreement, signed by the heads of each unit, the relevant dean(s) and the faculty member, specifying the faculty member's responsibilities and privileges in each unit, including voting rights and the role of each unit in salary recommendations, merit increases, and promotion and tenure decisions. A center or institute may be consulted but may have no role in decisions regarding promotion or tenure. A sample agreement can be obtained from the Provost's office, the Faculty Senate office or by ¹clicking here. In the case of indefinite joint appointments, the agreement shall be reviewed and affirmed or renegotiated at the time of a change in title of the faculty member (e.g. from Associate Professor to Professor) and at the time the faculty member receives tenure. In any event, it shall be so reviewed at five year intervals.

(d) The holder of a joint appointment shall be entitled to vote in each unit as set out in the agreement. The agreement shall specify the unit, which must be a school or department, through which voting rights on university matters shall be exercised. The faculty member shall not be entitled to vote twice on the same question.

¹ Sample agreement included on the last two pages. There will only be a link in the Faculty Manual once proposed changes are approved.

Clean version of proposed changes

C4.4 Joint Appointments

(a) Members of the University Faculty may hold appointments in two or more schools or in two or more departments within a school or in a school or department and an interdisciplinary/multidisciplinary center or institute. Such appointments may be for an indefinite or for a defined term. Such appointments imply financial support from both academic units and should be made to promote interdisciplinary or inter-professional teaching and research. Joint appointments with centers and institutes may only be for a defined term.

(b) An academic unit wishing to offer a joint appointment to a faculty member holding a primary appointment in another unit of the University must first consult with the chair, if any, and dean of that unit. The unit where the joint appointment will be held must then submit a request to the Provost indicating the rationale for the joint appointment, the candidate's current primary appointment, and the length of the requested appointment, if it is to be for a defined term. The request shall include an agreement, as specified in (c), below.

(c) There shall be an agreement, signed by the heads of each unit, the relevant dean(s) and the faculty member, specifying the faculty member's responsibilities and privileges in each unit, including voting rights and the role of each unit in salary recommendations, merit increases, and promotion and tenure decisions. A center or institute may be consulted but may have no role in decisions regarding promotion or tenure. A sample agreement can be obtained from the Provost's office, the Faculty Senate office or by ²clicking here. In the case of indefinite joint appointments, the agreement shall be reviewed and affirmed or renegotiated at the time of a change in title of the faculty member (e.g. from Associate Professor to Professor) and at the time the faculty member receives tenure. In any event, it shall be so reviewed at five year intervals.

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² Sample agreement included on the last two pages. There will only be a link in the Faculty Manual once proposed changes are approved.

SAMPLE AGREEMENT FOR JOINT APPOINTMENTS

The Department of/Program in LATIN AMERICAN STUDIES has approved the joint appointment JANE DOE, who currently holds a primary appointment in HISTORY at the rank of ASSOCIATE PROFESSOR. The joint appointment will be for a THREE-YEAR term beginning AUGUST 15, 2004 and ending MAY 15, 2007. Professor DOE'S effort will be 50% in LATIN AMERICAN STUDIES. LATIN AMERICAN STUDIES will therefore cover 50% of Professor DOE'S salary and CFB. Professor DOE will have the following rights and responsibilities in LATIN AMERICAN STUDIES:

RESEARCH/TEACHING/SERVICE

- Courses: TWO COURSES PER YEAR
- Committee participation: TWO COMMITTEES PER YEAR
- Undergraduate advising/mentoring: ADVISING OF 5 STUDENTS ANNUALLY, DIRECTION OF UP TO TWO HONORS THESES EACH YEAR
- Graduate advising/mentoring: PARTICIPATION IN MA EXAMS; CHAIRING OF EXAM COMMITTEES AS APPROPRIATE

FACULTY PRIVILEGES AND SUPPORT

- Voting rights: PROFESSOR DOE SHALL HAVE FULL VOTING RIGHTS IN LAS. THE DESIGNATED DEPARTMENT FOR VOTING ON UNIVERSITY MATTERS SHALL BE HISTORY
- TA/Research Assistant assignment: RESEARCH ASSISTANT (20 HRS/WK) IN FIRST YEAR OF APPOINTMENT
- Equipment support (e.g., computer, copier, laboratory, telephone): ROUTINE OFFICE EQUIPMENT (COMPUTER, PHONE, ACCESS TO COPY MACHINE
- Administrative support (e.g., typing, appointment scheduling): PROGRAM STAFF WILL AID SCHEDULING MEETINGS, OCCASIONAL COPYING.
- Research support: TRAVEL SUPPORT UP TO \$1500/YEAR

EVALUATION

- Reappointment: NA
- Salary recommendations: HISTORY SHALL BE THE PRIMARY UNIT FOR SALARY RECOMMENDATIONS WHICH SHALL CONSULT WITH LAS
- Promotion: HISTORY SHALL BE THE PRIMARY UNIT FOR PROMOTION RECOMMENDATIONS, HISTORY SHALL CONSULT WITH LAS BEFORE FINALIZING ITS RECOMMENDATIONS

OTHER

- NA

SIGNED

FACULTY MEMBER: JANE DOE
ASSOCIATE PROFESSOR OF HISTORY
1 FEBRUARY 2004

CHAIR/HEAD/PROGRAM DIRECTOR OF PRIMARY UNIT:
GUIDO RUGGIERO
CHAIR, DEPARTMENT OF HISTORY
1 FEBRUARY 2004

CHAIR/HEAD/PROGRAM DIRECTOR OF REQUESTING UNIT:
REBECCA BIRON
DIRECTOR, LATIN AMERICAN STUDIES
1 FEBRUARY 2004

DEAN OF PRIMARY UNIT:
JAMES WYCHE
DEAN, COLLEGE OF ARTS AND SCIENCES
6 FEBRUARY 2004

DEAN OF REQUESTING UNIT:
SAME

PROVOST:
LUIS GLASER
15 FEBRUARY 2004