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MEMORANDUM

To: Donna E. Shalala, President

From: Richard L. Williamson
Chair, Faculty Senate

A handwritten signature in blue ink, appearing to read 'Richard L. Williamson'.

Date: November 17, 2011

Subject: Faculty Senate Legislation #2011-22(B) – Amend the *Faculty Manual* Section C4.4
Joint Appointments

At its November 16, 2011 meeting, the Faculty Senate approved by majority the amendment of the *Faculty Manual* Section C4.4 Joint Appointments. Currently this section in the *Faculty Manual* does not include joint appointments with *programs*. It was agreed that the section and the section on secondary appointments will need a further study. The current revision offers a solution to the immediate problem of joint appointments with interdisciplinary programs, a matter which has adversely affected expansion and the improvement of these important interdisciplinary efforts. A number of other changes suggested by the Provost and Arts and Sciences were also made.

The supporting materials are enclosed for your reference.

This legislation is now forwarded to you for your action.

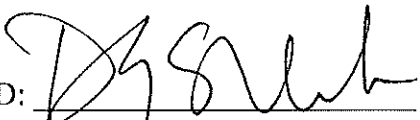
RW/rh

Enclosure

cc: Thomas LeBlanc, Executive Vice President and Provost
David Birnbach, Vice Provost, Faculty Affairs
Leonidas Bachas, Dean, College of Arts and Sciences
Traci Ardren, Senior Associate Dean, Interdisciplinary Studies, College of Arts and Sciences
Timothy Watson, Presenter, Associate Professor, College of Arts and Sciences

CAPSULE: Faculty Senate Legislation #2011-22(B) – Amend the *Faculty Manual* Section C4.4
Joint Appointments

PRESIDENT'S RESPONSE

APPROVED:  DATE: 12/10/11
(President's Signature)

OFFICE OR INDIVIDUAL TO IMPLEMENT: FACULTY SENATE OFFICE

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

NOT APPROVED AND REFERRED TO: _____

REMARKS (IF NOT APPROVED): _____

Proposed Faculty Manual Revision on Joint Appointments

Current language:

C4.4 Joint Appointments¹

(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. 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.

Proposed Version in Underline / ~~Strikeout~~:

C4.4 Joint Appointments²

(a) Members of the ~~University Faculty~~ UNIVERSITY FACULTY may hold appointments in two or more schools, ~~or~~ in two or more departments within a

¹ #2003-20 (B)

² #2003-20 (B)

school; or in a school or department and an interdisciplinary/multidisciplinary program, center or institute approved by the Senate in accordance with B6.4, B6.5 or B6.6. Such Appointments may be for an indefinite or shall be for a defined term not to exceed five years, but may be renewed by agreement in accordance with paragraph (c). Appointments shall entail contributions (such as allocation of teaching, financial support or collaboration on externally funded research) from both academic units, with the objective of promoting interdisciplinary or inter-professional teaching and research. 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 considering an offer of 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 the 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 the allocation of teaching loads or expected research between the two units, and the voting rights and the role of in each unit. The agreement shall also set forth the role of each unit in salary recommendations, and merit increases, and promotion and tenure decisions. A program, center or institute may express its views in writing be consulted if the procedure for so doing is set forth in the agreement, but may have no other formal role in decisions regarding promotion, or tenure of REGULAR FACULTY or the re-appointment of RESEARCH or EDUCATOR FACULTY. A sample agreement can be obtained from the Provost's office or by contacting the Faculty Senate office. Either unit or the faculty member may request renegotiation of the agreement. 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) or 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 accordance with the terms of the agreement, provided that the voting rights shall not extend beyond matters authorized in section A3. 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.

(e) The 2011 amendments to this section shall have no effect on the terms and conditions of agreements governing faculty members already holding joint appointments.

Clean Version:

C4.4 Joint Appointments³

(a) Members of the UNIVERSITY FACULTY may hold appointments in two or more schools; in two or more departments within a school; or in a school or department, and an interdisciplinary program, center or institute approved by the Senate in accordance with B6.4, B6.5 or B6.6. Appointments shall be for a defined term not to exceed five years, but may be renewed by agreement in accordance with paragraph (c). Appointments shall entail contributions (such as allocation of teaching, financial support or collaboration on externally funded research) from both academic units, with the objective of promoting interdisciplinary or inter-professional teaching and research.

(b) An academic unit considering an offer of a joint appointment to a faculty member holding a primary appointment in another unit of the University must first consult with the chairs, if any, and the 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. 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 the allocation of teaching loads or expected research between the two units, and the voting rights in each unit. The agreement shall also set forth the role of each unit in salary recommendations, and merit increases. A program, center or institute may express its views in writing if the procedure for so doing is set forth in the agreement, but may have no other formal role in decisions regarding promotion, tenure of REGULAR FACULTY or the re-appointment of other RESEARCH or EDUCATOR FACULTY. A sample agreement can be obtained from the Provost's office or by contacting the Faculty Senate office. Either unit or the faculty member may request renegotiation of the agreement at the time of a change in title of the faculty member (e.g. from Associate Professor to Professor) or at the time the faculty member receives tenure.

(d) The holder of a joint appointment shall be entitled to vote in each unit in accordance with the terms of the agreement, provided that the voting rights shall not extend beyond matters authorized in section A3. 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.

(e) The 2011 amendments to this section shall have no effect on the terms and conditions of agreements governing faculty members already holding joint appointments.

³ #2003-20 (B)