

## **Faculty of Arts & Sciences Joint Appointment Policy**

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### **1. Background**

Arts & Sciences (henceforth A&S) has had an explicit policy on joint appointments of faculty and joint arrangements of resources among schools, departments, and programs since 2000, revised in 2001. In the two decades since, the number and types of Joint Appointment Memoranda of Understanding (JAMOU) and Memoranda of Understanding (MOU) respectively have increased substantially in both number and complexity.

This document supplants the 2001 policy and covers JAMOU and MOU in-so-far as the latter are salient to the implementation of the former. Given the myriad JAMOU and MOU in place, A&S must ensure that policies and procedures be tailored to the many inter-unit arrangements while respecting all relevant A&S guidelines regarding the evaluation of merit, tenure,

promotion, and retention. [This policy applies to joint appointments between and among units in A&S.](#)

## 2. [JAMOU Definitions](#)

### 2.1 ~~Definition of~~ Home and Host Units

[According to the 1998 Faculty Assembly Policy on Joint Appointments](#), academic units are designated as either home units or host units when faculty and teaching resources are shared. The definitions and arrangements are as follows.

*Home units* are departments or schools in which a tenure-eligible faculty member's tenure resides. Faculty members with joint appointments will have full rights and privileges consistent with their tenure status and rank in the home unit unless otherwise specified in the JAMOU.

*Host units* are departments, programs, or schools in which a faculty member holds an appointment in addition to the home unit named in the JAMOU. Host units, tenuring or non-tenuring, rely on JAMOUs for sharing faculty resources between programs and departments that are tied to an individual faculty member, hereinafter the *joint appointee*.

~~JAMOU holders~~ [Joint appointees](#) may have a *continuing joint appointment* if they are tenured or tenure-eligible (TTE) faculty. Joint appointees may have a *fixed-term, renewable appointment* if they are non-tenure eligible (NTE) faculty, or in rare cases, TE faculty. The various arrangements for sharing tenure lines, teaching power, and service become germane when it comes to evaluating joint appointees.

~~Although much of what follows below applies to inter-school arrangements, we will focus exclusively on inter-unit arrangements within A&S.~~

### 2.2 ~~Existing JAMOU Arrangements~~ [Types of Joint Appointments](#)

1. ~~Equally-Shared JAMOU~~ [Joint Appointment](#): The tenure line is allocated<sup>1</sup> *equally to the home unit and the host unit*. Both units conduct the search jointly for the joint appointee.

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<sup>1</sup> [A position is allocated to a unit when a search in that unit is approved by the Dean. In the case of program-based joint appointments, a position is allocated to a program, but tenure resides in a department.](#)

All faculty-specific evaluations with regard to merit, retention, tenure, and promotion reside jointly with, and are equally shared by, both units.

2. *Program-based JAMOU Joint Appointment*: The tenure line is allocated *to the host unit*, and the host unit conducts the search for the joint appointee. Potential home units are involved at some point in the search process with a view to their participation in the joint appointment. ~~For All~~ faculty-specific evaluations with regard to merit, retention, tenure, and promotion are conducted holistically in the broad context of an individual's various roles (see 4.3.2), the host unit provides input, and the home unit renders a decision. As programs cannot grant tenure, this arrangement involves asymmetries of power. Departments bear certain costs (the labor involved in tenure and promotion review, often providing office space, and travel funds) and benefits (extra courses in the Department, some service duties, enrichment of interdisciplinary and intellectual depth, and often the diversity of their unit) from the joint appointee. Programs do not have the power to grant or deny tenure or promotion, but they benefit from the teaching and service of the joint appointee. This can generate confusion and conflict between the units.
3. *Department-based JAMOU Joint Appointment*: The tenure line *already resides in a home unit* and a faculty member pledges, with home-unit consent, a portion of their workload to another department or program for an indefinite or agreed-upon period of time.

### 2.3 MOU Types of MOUs

MOUs are complex agreements between programs and departments or between departments. These agreements may variously stipulate the creation of faculty lines, or the promise of courses by a department to a program's curriculum, or a combination of both. Existing MOU agreements generally take one of the following three forms:

1. A new tenure line is *allocated to the host unit* but resides with the home unit, and the division of faculty resources is course-specific. Home units agree to offer a specified number and type of courses in exchange for the tenure line. All faculty-specific evaluations thereby reside in the department.
2. A new tenure line is *allocated to the home unit*, but with specific course obligations to the host unit.
3. A tenure line is not involved, but two departments or a department and a program agree to ensure adequate courses for both sets of majors.

### 3. Guiding Principles

The following guiding principles inform A&S joint appointment policy.

The first four principles address the need to recognize the multiplicity of joint appointments and craft nuanced arrangements for implementation:

1. Home and host units must agree on the distribution and evaluation of research, teaching, and service obligations of the joint appointee. Formalized procedures for implementation, appropriately detailed and contextualized, and clearly formulated, must be included in the JAMOU and any addendum. These aforementioned procedures for the implementation of the conditions of the JAMOU must be specified in the JAMOU.
2. Where a JAMOU involves a joint line between a department and program (*equally-shared JAMOU joint appointment*), the JAMOU must be agreed upon by all parties and appended as an addendum to the Letter of Intent (LOI) by the start date of the joint appointee.
3. Where a JAMOU involves a line allocated to a program and housed in a department for the purposes of retention, tenure, and promotion (*program-based JAMOU joint appointment*), the JAMOU must be agreed upon by all parties and appended as an addendum to the LOI by the start date of the joint appointee.
4. Where a JAMOU involves the allocation of single or multiple courses or service to a program (*department-based JAMOU joint appointment*) by an established faculty member in a department, the JAMOU must be signed by all parties at the time of agreement.

The next two principles ensure transparent and fair implementation of the JAMOU:

5. ~~The home unit, by current SCHEV policy, takes the lead in the overall judgment for retention, tenure, and promotion since it has leadership of the tenure decision even where the tenure line itself is not allocated to it.~~ The home department will take the lead in the overall judgment for retention, tenure, and promotion, since tenure eligible and tenured appointments can only be made to a department or School (Faculty Handbook III.B.1). This will happen even when the position is allocated to a program.
6. The JAMOU shall be reviewed every three years. If there are serious disagreements between a host unit and a home unit, or between the joint appointee and either unit, these must be arbitrated by ~~an external peer body or the Dean.~~ (see Section VI for details).

The next two principles deal with the need for an equitable allocation of teaching power and related resources:

7. Travel and research funds should come from both units, but the total amount given should not exceed the amount normally given to those provided by Departments for singly appointed faculty in whichever unit is more generous. Decisions about office space and/or research space must be agreed upon by both units.
8. The service and teaching power of jointly-appointed faculty are in many cases essential for programs' sustainability and day-to-day operations. To fulfill their mission, many programs rely heavily on these joint appointees for their service and teaching power. Programs must therefore be made aware in advance of joint appointees' leave schedules. Teaching releases offered as compensation for service as chairs or program directors must be negotiated with the input of all stakeholders.

The final two-three principles underscore the need to harmonize faculty-related policies within FAS-A&S and across the Collegeuniversity:

9. There shall be no inconsistencies between the joint appointment policies specified herein and any other relevant policies or procedures emanating from departments, programs, the Dean's Office, and the *Faculty Handbook*.
- 9.10. The status of affiliate faculty as voting members is sometimes unclear. Programs and departments must ~~Interdisciplinary programs must~~ have approved policies and procedures with appropriately specified criteria for granting ~~clarifying~~ the status of votes by affiliate faculty ~~who enjoy voting rights~~ on personnel matters pertaining to jointly-appointed faculty.
- 10.11. All communication from the Dean pertaining to merit, retention, tenure, and promotion of a joint appointee shall be distributed to all relevant chairs and directors.

## 4. Procedures for Implementing JAMOUs

### 4.1 Elements of Joint Appointments

#### 4.1.1 Equally-Shared Joint Appointments

In the case of an equally-shared joint appointment, agreement will be sought at the time of authorization as to which units must approve the selection of a continuing joint appointee. Normally an appointment is prohibited if either the home or host unit votes against an offer to a candidate for an equally-shared joint appointment. ~~Under no circumstances can a negative vote~~

~~by the home unit against offering a Shared joint appointee a position in that unit be overridden. The same is true of an offer of a continuing joint appointment in the host unit. Equally-shared joint appointments will be reviewed by all parties regularly, at intervals specified in the JAMOU.~~

#### **4.1.2 Program-Based Joint Appointments**

For program-based joint appointments, the home unit may be unknown at the time of authorization. This arrangement may include a number of potential departments. Such positions will be advertised with a list of possible disciplines corresponding to possible home (tenuring) units. Since the home unit is not specified at the time of authorization, it is imperative for all potential stakeholders to agree upon the broad terms of the joint appointment before candidates are interviewed. The expectations accompanying the joint appointment, as they pertain to both participating units, will be clearly conveyed to all candidates. Whenever possible, the search committee should include voting members of the host unit and all possible home units. Under no circumstances can a negative vote in the host unit or a home unit on offering a program-based joint position be overridden. Program-based joint appointments will be reviewed by all parties regularly, at intervals specified in the JAMOU.

#### **4.1.3 Department-based Joint Appointments**

For department-based joint appointments, the home unit may be approached by another department chair or a program director with a view to a department faculty member becoming a joint appointee in that host unit. The precise expectations of the joint appointment, as they pertain to both participating units, will be clearly laid out in the JAMOU. Department-based joint appointments will be reviewed by all parties regularly, at intervals specified in the JAMOU.

#### **4.2 The Letter of Intent and the JAMOU**

For a newly hired joint appointee, the Letter of Intent will be issued by the Dean's Office, together with a draft JAMOU drawn up on the basis of a JAMOU checklist (~~see Appendix I~~), after consultation with the chairs and directors of all pertinent home and host units. The draft JAMOU, which will accompany the Letter of Intent, must be reviewed carefully by the faculty member, relevant department chairs, program directors, and deans for each continuing or fixed-term joint appointment. This initial JAMOU shall, at the minimum, stipulate 1) major expectations for appointees in the areas of teaching, research, and service, 2) any agreements on the allocation of resources (including office space, operating support, start-up funds, indirect

costs, etc.), 3) the schedule for regular review of the JAMOU, 4) expectations for the replacement of courses during leaves (SSRL and mid-probationary), 5) the terms and mechanisms whereby a JAMOU may be renegotiated, and 6) that total service expectations will not exceed the expectations for non-jointly-appointed faculty. A finalized JAMOU will be signed on or before the newly hired faculty member's start date.

### **4.3 Evaluation of Joint Appointees**

The following provide clear and specific guidelines for collaborative evaluation of joint appointees by home units and host units for merit, retention, tenure, and promotion. As a principle, singly-appointed faculty and jointly-appointed faculty should be evaluated on comparable standards for retention, tenure, and promotion as much as possible.

The chair of the home department in A&S and the ~~dean,~~ chair, or director of all host units will consult regularly about the status and well-being of their joint appointees and will carefully review the effectiveness of communications and procedures relative to workloads, assignments of teaching and service responsibility, and other actions that affect joint appointees. It is particularly important that those in supervisory relationships to joint appointees keep in mind the impact of decisions they make on other units. Chairs and directors should not, as a matter of routine, make unilateral decisions that have substantive impacts on the workload, schedule, or expectations of jointly-appointed faculty without consultation with their counterparts in the units affected. Examples might include approval of leaves, external work for pay, or administrative reassignments.

#### **4.3.1 Clarification of Home Unit Responsibility**

The Dean's Office will notify the home unit and the host unit simultaneously of any impending personnel actions. The responsibility of the home unit in A&S refers to its primary responsibility for overseeing the process of evaluation of the joint appointee for merit, retention, tenure, and promotion. For [retention, promotion, and tenureRPT](#), the home unit is responsible for submitting the dossier containing all the required documents to the Dean's Office in a timely manner. The home unit will work collaboratively with the host unit and will include the host unit in establishing time-lines for the completion of each stage of the review process. If the host unit feels that the home unit has not taken its input adequately into account, the host unit may appeal to the Dean.

Both units shall observe the agreed-upon terms and implementational procedures in the JAMOU and its addendum. It is essential that joint appointees be evaluated in the context of and in a

manner consistent with the programmatic, educational, and scholarly expectations defined in both the Letter of Intent and the JAMOU. Where interdisciplinary activity is explicitly involved, any interdisciplinary standards to be applied must be specified in the JAMOU or its implementational procedures.

#### 4.3.2 Holistic evaluation

All evaluations of jointly-appointed faculty for merit and for retention, tenure, and promotion shall be made in a spirit of good faith such that the performance of the joint appointees is evaluated holistically in the broad context of his/her/their various roles. The emphasis by the Faculty Assembly in the 1998 Joint Appointment Policy on collaborative evaluation strongly implies a broad view as well as on-going communication between home and host units. Evaluators should see the work of a jointly-appointed faculty member as contributing to the strength and diversity of home and host units and of the College/university, as well as enhancing the educational depth and breadth of our students.

#### 4.4 Provisions for Revising the JAMOU

JAMOUs will be reviewed by all parties every three years or at intervals specified in the JAMOU.

In the case of equally-shared JAMOU/joint appointments, if substantive issues arise that necessitate the revision or renegotiation of the JAMOU, this must be done in ways that do not disadvantage either of the sharing units. If any jointly-appointed faculty decides, for compelling reasons, to separate from the host unit, this would require a renegotiation of the JAMOU which must involve careful consideration of the needs of both units, and carries with it the possibility of reassignment of the joint appointee, termination of the employment contract, and adequate compensation for the losing host unit.

In the case of program-based JAMOU/joint appointments, if substantive issues arise that necessitate the revision or renegotiation of the JAMOU, this must be done in ways that do not disadvantage the program in which the original line originated to which the position was originally allocated. The home department has no special claim to the host unit line if the JAMOU ceases to apply.

In the case of department-based JAMOU/joint appointments, there is no implied permanent commitment to the program, unless explicitly stipulated in the JAMOU. A faculty member's

decision to return to their home (tenuring) department carries no pledge by the department of teaching restitution for courses lost by the program.

## **5. Role of the Dean**

Clearly, joint appointments require an active posture by the Dean since the joint appointee's status involves multiple units that do not report in a simple hierarchical manner. In the event of disagreements with any or all parties to a JAMOU, or in the event of refusal by the joint appointee to honor the terms of the JAMOU, the Dean will act as a mediator and will make decisions in consultation with all concerned parties to the joint appointment.

The creation of a JAMOU is the responsibility of the Dean of Faculty. The JAMOU will be created based on the completed JAMOU Checklist submitted to the Dean's Office.

*Approved by vote of the Faculty of Arts & Sciences, May 2, 2000.*

*Minor revisions approved by A&S Faculty Affairs Committee, April 10, 2001. Major revisions approved by vote of the Faculty of Arts & Sciences, [September](#)~~xx~~, 2020.*