

## MEMORANDUM OF UNDERSTANDING

For a Joint Appointment  
of  
Dr. [XXXX] in the School/Department of and the  
School/Department of

This agreement between the School/Department of [Dept1] of College xx (College 1) and the School/Department of [Dept2] of College xx (College 2) is intended to maximize the communication between the departments with respect to the appointment Professor [XXXX], who will hold a one-half (50%) appointment in [Dept1] and a one-half (50%) appointment in [Dept2]. [Dept1] will be the primary and home department for this appointment.

Dept 1 and Dept 2 recognize that no MOU between departments will cover all issues that may arise over time. The two departments have employed the following list of guiding principles in writing this MOU, so that when future decisions must be made on matters not covered herein, these principles can be applied.

- Any processes developed and decisions made during the life of the MOU should be done so to help maximize collaboration between the two departments.
- Faculty members holding a joint appointment should receive such protections and opportunities as may be reasonably expected from a holder of a full-time appointment in either department.
- When no agreement can be reached on how to proceed with an unforeseen question, the parties will default to the processes then existing in the home department of the appointee. department

1. **Voting privileges:**

Professor [XXXX] will have full voting privileges in both departments.

2. **Teaching duties:**

Assuming Professor [XXXX] is actively conducting research, the multi-year average teaching load will be fifty percent (50%) of the normal annual teaching load in [Dept1] and fifty percent (50%) the normal annual teaching load in [Dept2]. Both departments will cooperate to co-list their course offerings, when appropriate. It is anticipated that Professor [XXXX] will teach some courses that are joint-listed in both departments; on average fifty percent (50%) of the joint-listed courses will be credited as taught under Professor [XXXX]'s commitment to [Dept1] and fifty percent (50%) under their commitment to [Dept2].

When teaching assignments are made, the Chair/Director of [Dept1] and the Chair/Director of [Dept2], or their designees, will consult to decide which quarters will be taught in their respective departments and to ensure that the full teaching assignment is in keeping with the parameters mentioned above.

Professor [XXXX] will be granted two quarters of teaching release to be used during the first three years of the appointment. [Dept1] will provide the first teaching release, and [Dept2] will provide the second.

3. **Service:**

Professor [XXXX] will maintain a service load consistent with a fifty percent (50%) appointment in [Dept1] and a fifty percent (50%) appointment in [Dept2]. Committee assignments and other service will be consistent with the usual policies of the respective departments.

Service is defined as committee assignments at the respective departments, college, and university levels, as well as professional service, such as for professional societies, reviews of manuscripts and proposals, continuing education, etc. Professor [XXXX] will be encouraged and advised in these areas with the goal of developing into a highly respected researcher and teacher.

4. **Merit review:**

Each department will appoint two faculty members to an advisory review committee that will be charged with tracking the progress and providing advice to Professor [XXXX]. The advisory committee will be chaired by a member of the Department of [Home Dept]. While Professor [XXXX] is a junior faculty member, the advisory review committee will meet with the latter annually, review the record, and provide recommendations to each department regarding the teaching, research, and service. The committee members are expected to keep in close communication with Professor [XXXX] regarding teaching, research, and service.

After receiving merit recommendations from the advisory committee, the Chairs of the two departments will consult to reach a common understanding of the progress and merit of Professor [XXXX]. If possible, this consultation should take place before the annual meeting that each Chair will have with Professor [XXXX]

Merit reviews will be handled according to the policies of each department. When the reviews have been completed the Chair/Director of [Dept1] and the Chair/Director of [Dept2] will confer and agree on a salary increase. Recommendations for salary increases must take into account both merit and equity. Both the Chairs/Directors will advise on the relative levels of merit and the amount of the salary increase that should be given on the basis of merit. Salary inequities will be considered relative to the salary profiles of both departments.

5. **Reappointment:**

The advisory review committee will be charged with making a recommendation for reappointment as Assistant professor, when appropriate. Both departments will consider reappointment according to their respective policies. If one department supports reappointment while the other department does not, Professor [XXXX] can be reappointed at one hundred percent (100%) in the department that voted positively, with the concurrence of the relevant department faculty and Dean. The shared funding of Professor [XXXX]'s salary will remain in place for two academic years after the reappointment begins, or less by mutual agreement of the Deans of the two Colleges.

6. **Tenure and Promotion:**

In accordance with the then prevailing rules around tenure, Professor [XXXX] will have, or be eligible for upon promotion, a fifty percent (50%) tenure share in [Dept1] and a fifty percent (50%) tenure share in [Dept2]

The advisory review committee will be charged with making a recommendation for a tenure decision. With the concurrence of the two Chairs, or at the initiative of the Professor [XXX] as allowed by faculty code, the tenure process will be initiated: a dossier on Professor [XXX] will be prepared and external letters of evaluation will be requested by the majority department Chair in consultation with the minority department Chair. It is expected that the same dossier and external letters will be used by both departments. Both departments will follow their usual procedures for tenure decisions.

If both departments recommend tenure, then the Deans of the two Colleges will be asked to approve tenure for the joint appointment.

If one department approves tenure and the other denies it, then Professor [XXXX] will revert to a single-department appointment in the department that voted yes and the appropriate College will be asked to approve tenure for a single-department appointment. The shared salary funding will remain in place for two academic years after the tenured appointment begins, or less by mutual agreement of the Deans of the two Colleges.

Consideration for promotion to Full Professor for a joint appointment of an Associate Professor normally proceeds with a positive vote by both departments. If the vote is positive in one department and negative in the other, Professor [XXXX] may try again in the future or may discuss with the two department Chairs the possibility of switching to a single department appointment. Such a switch would end the shared funding of the salary at the time that the joint appointment is dissolved.

7. **Recapture and buyout:**

When Professor [XXXX] takes professional leave equal to, or more than, one academic quarter, the released funds are retained by each department. Paid professional leaves, when eligible and awarded, will be distributed by the appropriate College in proportion to the percentage of Professor [XXXX] appointment. If single quarters of leave are taken, with or without pay, the released funds are distributed to the department losing the benefit of Professor [XXXX]'s teaching in the given quarter.

Professor [XXXX] is entitled to buy out teaching responsibilities in accordance with department norms. The released salary funds are made available to the department responsible for that course to help cover replacement teaching costs.

8. **Research Cost Recovery (RCR) and Royalty and Licensing revenue:**

Professor [XXXX] may submit grants through either Dept1 or Dept2. The RCR will be distributed as follows: fifteen percent (15%) of the RCR to the College that administers the grant, ten percent (10%) to the College that provides the laboratory space where the research will be conducted ( five percent (5%) to each College if the research is spread over labs in both Colleges), and the remaining seventy five percent (75%) is divided in proportion to start-up costs provided by each college: XX% to A&S and YY% to [College 2]. RCR distribution may be revisited if Professor [XXX]'s space allocation, as outlined in #9 below, changes.

At the end of each fiscal year, the Dean's Office of the College of [Dept1's College] and the Dean's Office of the College of [Dept2's College] will compute the distribution of RCR funds as outlined above. After coming to agreement that the calculation is accurate, budget revisions will be created to ensure the RCR funds are appropriately distributed.

Equitable distributions of Royalty and Licensing revenue will be negotiated by the Chair/Director of [Dept1] and the Chair/Director of [Dept2] on a case-by-case basis, with a default distribution of XX% to Dept1 and YY% to Dept2.

9. **Office and research space:**

Professor [XXXX] will have primary space in [Dept1] and [Dept2] will (or will not) provide them with office space. Space in both [Dept1] and [Dept2] is dynamically allocated based on externally funded research and/or students served and space allocations may be revisited as circumstances change.

10. **Start-up package:**

Each participating College and department will provide a fraction of the start-up costs, \$XXX from A&S and Dept1 and \$YYY from College2 and Dept2. Equipment purchased by each College's start-up funds will be owned by that College. If Professor [XXXX] moves their laboratory from one department to another, the equipment will move with the laboratory, if appropriate (equipment shared with others may be an exception).

Some fraction of the start-up funds may be used to support graduate students. If one department's start-up funds are used to support a graduate student in the other department, then reciprocity is expected: the benefitting department will provide commensurate support (for example in the form of TA's) to the other department.

11. **Relocation costs:**

The \$ZZZZ relocation costs will be split XX% between A&S and Dept1 and YY% College2 and Dept2.

11. **Bridge costs:**

The College of [Dept1's College] will provide bridge funding to Dept2 of 50% (4.5 months) for two years to cover Professor [XXXX]'s salary and benefits.

12. **Oversight and Review:**

This MOU shall be reviewed by the Chairs of each department and the Deans of their respective Colleges no later than five years after it is assigned. At that time, it will either be altered with the mutual agreement of all parties or agreed to remain in force as written.

13. **Term and Termination:**

The initial term of this MOU is for five (5) academic years following its coming into force and will be automatically renewed for a further five (5) academic years unless either party sends notice to the other, no less than thirty (30) days prior to the end of the fifth (5<sup>th</sup>) academic year, of its intention to NOT renew for a further five (5) years.

The parties acknowledge that despite best intentions, circumstances may arise that require the termination of this MOU. In such an instance either party may inform the other of its intention to terminate this MOU, for any reason, with no less than thirty (30) days' notice prior to the

end of any academic quarter. All obligations under this MOU will cease for both parties at the end of the designated academic quarter.

**IN WITNESS WHEREOF**, the parties have executed this MOU, by their respective duly authorized officers, on the dates indicated below.

**Approval:**

\_\_\_\_\_  
[XXXX]  
[Chair/Director, Dept1]

\_\_\_\_\_  
[XXXX]  
[Chair/Director, Dept2]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Concurrence:**

\_\_\_\_\_  
[XXXX]  
Dean, College of [Dept1's College]

\_\_\_\_\_  
[XXXX]  
Dean, College of [Dept2's College]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date