

CLAS POLICY REGARDING FACULTY JOINT APPOINTMENTS

Northern Illinois University recognizes the centrality of disciplinary perspectives to the intellectual enterprise and bases its organizational structure on a disciplinary model. At the same time, the interconnectedness of knowledge and learning means that there are no fixed intellectual boundaries, and many individuals find that their talents and interests span our departmental structures. To sustain a vibrant intellectual atmosphere, it is of great value to the institution to support the contributions of such individuals. One of the ways the university can support these individuals is by means of joint appointments.

Joint Appointments and Memoranda of Understanding

A “joint appointment” means an appointment in which the faculty member’s rights and responsibilities are formally shared with two or more units within the university, or are shared with an external entity. For professorial faculty, one of the units must be a tenure-granting unit (hereafter a “department”), while the other unit(s) may or may not be tenure-granting. It is expected that each joint appointment will be developed out of negotiated agreements between the participating units and the individual holding the appointment. Those agreements will be codified into a Memorandum of Understanding (MOU). The purpose of this document is to provide guidelines that will inform the development of MOU’s.

NIU faculty find many forms of engagement, and may find themselves interacting with multiple units over the course of their career. Some of these engagements merit codification in an individualized MOU, others may not. These guidelines identify some of the factors that should be considered when determining if an individual MOU is appropriate.

Formal written agreements to define joint appointments will be expected whenever responsibility for terms and conditions of employment, such as responsibility for salary, assignment of duties and responsibility for evaluation of job performance are shared between two units. In particular, an MOU is required if multiple units have a formal role in the Promotion & Tenure process. MOU’s are not generally needed for:

- Individuals holding an administrative appointment outside of their tenure department;
- Engagement that is voluntary on the faculty member’s part, that is not part of their formal duties, and that may be terminated unilaterally by the faculty member;
- Engagement covered by generic agreement that does not require individualization (e.g. a “center associate”, whose engagement with the center is adequately defined by the center’s personnel policies).

Joint appointments in CLAS shall be guided to the greatest extent possible by three fundamental principles:

1. Faculty members on joint appointment shall not be advantaged or disadvantaged by virtue of their involvement with more than one unit.
2. The specific aspects of faculty effort (research, teaching, service) may vary in the ways that they are distributed between the units. For each aspect, there should be proportionality between the contributions made, the support provided, and the credit allocated.

3. Regular communication and clarity of shared expectations between the participating units is essential to the success of a joint appointment.

The following guidelines identify some of the salient issues that memoranda of understanding will commonly address. The topics addressed below should not be taken as definitive, either in what is included or in what is omitted. The circumstances of each situation will dictate which issues a given MOU will address.

I. Division of Responsibility for Recruitment and Hiring

If the participating units are known at the beginning of the recruitment process, each of them shall have representation on the search committee. If they are not known, the search committee shall have representation of faculty from units closely related to the academic field(s) of the search; the committee shall then be charged with consulting with potential hiring units before the search is advertised and at appropriate intervals thereafter, for instance, once members of the units have interviewed candidates on campus visits. Only candidates who are acceptable to all units in which they will be assigned shall be offered joint appointments

II. Coordination of Effort

The successful maintenance of a joint appointment depends on clear and ongoing communication between the parties involved. As described below, the administrators of the units involved in the joint appointment will meet at least once a year to consult on issues relating to the faculty member that have potential implications for both units. These include, but are not limited to, graduate faculty status, Research & Artistry nominations, sabbatical applications, special assignments, and award nominations.

III. Determination of Faculty Member's Rights and Responsibilities

Specific conditions for each individual joint appointment must be detailed at the time the position is accepted in a written statement of understanding between the involved units and the candidate, which must be approved by the Dean and filed with the Provost's office. This document must specify the division of the faculty member's time and salary among each of the units, the weighing of factors (teaching, scholarship, and service to the university community and profession) in the faculty member's merit evaluations, expectations for tenure and/or promotion, and the process by which all evaluations for salary increment, tenure, and promotion will be conducted. The memorandum of understanding will also specify the resources (space, research funds, teaching support, etc.) that each unit will be responsible for providing the appointee, and the faculty member's voting rights within the university's shared governance structure. While the faculty member and the involved units should have the freedom and flexibility to negotiate individual agreements, certain guidelines need to be observed in all such MOU's. In addition to the general principles stated in the preamble to this document, the following guidelines apply to all joint appointments in the College of Liberal Arts & Sciences.

A. Assignment of Duties

Unless the individual is in an administrative position, the assignment of duties shall involve teaching a minimum of one course per year that serves each of the participating units. The memorandum of understanding will state the extent to which these courses will be offered within departments or as interdisciplinary courses. As a general rule, at least 1/3 of the faculty member's total assignment shall be designated for research, either within or across the participating disciplines. It may be appropriate to allow the distribution of effort across units to vary from year to year, as long as there is an appropriate balance achieved over time. In their determination of responsibilities, all parties involved in joint appointments should take into account the increased time demands of active participation in more than one professional unit, and ensure that the faculty member's total teaching, research and service obligations do not exceed those of faculty members not on joint appointment.

B. Access to Resources

Individuals on joint appointments should receive resources comparable to those provided to individuals within a single unit. The units participating in a joint appointment must recognize that they each have a role in contributing to those resources, and in jointly monitoring the allocation.

C. Participation in Shared Governance

A person on joint appointment should have access to the university governance system comparable to that of colleagues who hold appointment in a single unit, with equal opportunity to serve on college and university level committees, and equal opportunity to stand as a candidate for elected positions. The memorandum of understanding shall specify the agreement reached by the appointing units and the faculty member with reference to the location of the faculty member's involvement in the faculty governance structure of the units, the college, and the university.

D. Allocation of Credit

To the extent that the activities and contributions of faculty members (e.g. publications, courses taught, grants received, allocation of indirect funds on extramural funding, etc.) are recorded and attributed to units, the memorandum of understanding will clarify the ways in which the contributions of faculty members on joint appointments shall be allocated to the participating units. There are two approaches that the units may consider: proportionality of appointment; and proportionality of contribution to a particular effort. In the former, if the MOU specifies an overall allocation of the appointment, the credit for the faculty member's effort follows that allocation. In the latter, as part of the annual coordination of efforts, in which the chairs and directors of the participating units agree on the allocation of effort and support in teaching, research and service for that year, they will also agree upon the allocation of credit.

The routing of indirect funds on extramural grants is agreed upon at the time that a grant is submitted. In particular, the allocation of the "college share" and "departmental share" are specified at that time. These allocations are subject to the policies of the Division of Research and Graduate Studies. To the extent permitted by those policies, the expectation

is that, when overhead funds are distributed to units on behalf of a faculty member on a joint appointment, the distribution will be proportionate to the units' contributions to the grant activity.

IV. Evaluation Procedures

The success of a joint appointment depends on the clarity and equity of the evaluation processes. This is particularly true for tenure and promotion decisions. It is therefore essential that the memorandum of understanding provides clear statements on the criteria that will be applied in the various evaluation processes, the procedures that will be employed, and the ways in which the units will participate in those procedures.

A. Promotion & Tenure

Decisions on promotion and tenure are among the most consequential decisions made in academia, both for the individual in question and for the units. The university's shared governance system establishes these decisions as a multi-layered responsibility, with input at the unit, college and university levels. While the expert judgment of colleagues at the unit level has always been given great deference in the tenure and promotion process, university policy also makes it clear that decisions about rank and tenure are ultimately university decisions. In particular, it is a unitary decision: an individual with a joint appointment either holds tenure at Northern Illinois University, or does not.

Criteria for tenure and promotion must be agreed upon and communicated in writing to the faculty member in the memorandum of understanding. The criteria should be grounded in the disciplinary expectations of the tenure-granting department(s), but should clarify the ways in which the standard expectations are modified to reflect the distinctive character of the joint appointment. The emphasis should be upon the degree of excellence in the faculty member's performance according to university and college criteria, and should be comparable in scope and rigor to the expectations set for faculty members not on joint appointment.

Procedures by which the tenure review and associated pre-tenure reviews will be conducted must also be specified at the time the faculty member accepts the joint appointment. Among the details to be addressed are:

1. The division of responsibility for procedural issues, such as initiating the process, corresponding with external reviewers, ensuring that the file is completed and submitted in a timely fashion, etc.
2. The process by which external reviewers will be selected.
3. The division of responsibility for decision-making at the unit level (see Appendix 1). There are several options available. The MOU shall indicate which of the methods outlined below will be employed, and shall articulate the details

that fill in the outline. Regardless of the model chosen, all participants are obligated to use the criteria established in the MOU in making their recommendation. In all cases, only individuals holding faculty rank may vote on tenure and promotion cases.

a) Multiple Independent Recommendations: If the joint appointment involves only tenure-granting departments, each unit can use its own established procedures to make a personnel committee recommendation, and each chair makes an independent recommendation. Unless all recommendations agree with each other, it will be recognized at the college level as a divided decision.

b) Lead Unit Recommendation: A lead department is designated, and the promotion and tenure decisions flow through that department. The lead department receives advice from other units, and votes on tenure and promotion according to its normal procedures (note: “normal procedures” are distinguished from “normal criteria”). The chair of the lead unit makes an independent recommendation, per usual departmental procedures. All other chairs and directors can provide advice.

c) Augmented Lead Unit Recommendation: A lead department is designated, and the promotion and tenure decisions flow through that department. In addition to receiving advice from other units, the membership of the departmental personnel committee is augmented by designees from the other units, who participate in the personnel committee procedures and votes on an equal footing. The chair of the lead unit makes an independent recommendation, per usual departmental procedures. All other chairs and directors can provide advice. The MOU must specify the means by which the personnel committee will be augmented, including the initial membership, the means by which the membership will be updated, and the requirements for an affirmative committee recommendation.

d) Unified Tenure Recommendation: A joint committee may be formed with agreed-upon representation from the participating units. The MOU must specify the means by which the personnel committee will be constituted, including the initial membership, the means by which the membership will be updated, and the requirements for an affirmative committee recommendation. If there is more than one department involved, each chair provides an independent recommendation. Directors of centers can provide advice. Unless all recommendations agree with each other, it will be recognized at the college level as a divided recommendation.

B. Pre-Tenure Reviews

Pre-tenure reviews should follow the same guidelines as those specified for promotion and tenure reviews. In particular, the procedures employed in carrying out annual pre-tenure reviews should be the same as those employed for the tenure review. In the event that III.A.3.a (“Multiple Independent Review”) is selected as the procedure for conducting tenure reviews, the MOU must clearly specify how decisions about pre-tenure renewal or non-renewal will be made.

C. Merit & Annual Evaluations

Terms of the faculty member's annual evaluations and assignment of merit scores shall be specified in the memorandum of understanding accompanying the offering letter. Specifically, three kinds of considerations need to be addressed: (1) the weighing of professional performance factors (research, teaching, service) that will apply for the individual on joint appointment; (2) the manner in which the evaluation of professional achievements will be distributed between the participating units performing the evaluation and (3) the weight that will be assigned to each unit in the assignment of merit points. Each unit in which the faculty member is assigned may provide an annual merit evaluation, the components of which will be weighted in proportion to the faculty member's mutually agreed upon assignment; alternatively, a joint committee, composed of members of each unit, may conduct the evaluation.

The units shall provide each other with their yearly evaluations of the faculty members when they have completed the evaluation process. There should be a clear and mutually agreeable determination of where and how the evaluations will be reconciled and how annual merit scores will be determined. The administrators of the units involved will meet annually to discuss the faculty member's performance and to determine the final overall merit scores.

For all faculty holding joint appointments, the college office will take responsibility for converting merit scores into merit points. The process used will be as follows:

1. Among the units that share in their joint appointment, identify which units have merit point pools.
2. Initially, the merit points of those individuals will be not be included in any of the unit merit point pools, and those individuals will not receive any of the points that are distributed from those pools. That is, each of those units will proceed with their merit point assignment as if the joint appointment faculty were not present.
3. After the distributions of merit points from unit merit point pools have been completed, those distributions will be used to determine the assignment of merit points for individuals on joint appointments. This will be done by separately determining how they would have fared in each of the units with a merit pool, then taking the weighted average of those point assignments, according to the weights agreed to in the MOU.
4. Units will not receive dean's points for individuals holding joint appointments, nor will they assign any of their dean's points to such individuals. Instead, the “dean's points” for all individuals holding joint appointments will be removed

from the unit pools, and collected into a single “joint appointment dean’s points pool”. Those points will be assigned by the college office, on the advice of chairs and directors.

D. Research & Artistry, Sabbatical Leaves and other Awards

It is useful to distinguish between awards and forms of recognition that are given in a fixed or limited quantity, and so have an element of competition among applicants, as opposed to awards and forms of recognition that are in principle open to all who qualify for them. Promotion and tenure are examples of the latter; sabbatical leaves and Research & Artistry Awards are important examples of the former. In those cases where there is an element of competition, there is a heightened obligation to ensure that faculty with joint appointments are neither advantaged nor disadvantaged in the competition.

For sabbatical leaves, a joint statement from all participating units will be required, indicating the units’ collective ability to release the individual from their duties for the proposed leave.

However, given the structure of the sabbatical and Research & Artistry award processes, with initial recommendations and rankings originating at the unit level, and with each individual proposal ranked against all others in that unit, it is not feasible to produce a single ranking from all participating units for an individual holding a joint appointment. Instead, each unit will produce an independent ranking of that individual relative to all other applicants from that unit. The reconciliation of these independent rankings will then be conducted at the college and university levels, as part of the process of consolidating all unit-level recommendations.

E. Reconsideration and Appeals

The faculty member may obtain a reconsideration of a personnel decision by units making that decision according to the reconsideration provisions in the university Bylaws. In conformity with the university Bylaws, an appeal of a personnel decision may be taken to the level above the level at which the decision was made.

V. Creating, Modifying and Terminating an MOU

Memoranda of understanding are agreed to and signed by the faculty member, the chairs/directors of the units, and at least one administrator with oversight responsibility for those units (i.e. the deans or vice presidents to whom the units report)

In creating an MOU for an individual who is already an NIU faculty member, it is expected that a Memorandum of Understanding will be fully negotiated, articulated and authorized before it is signed and implemented. On the other hand, when a joint appointment is being pursued as part of an external hire, it is understood that the time pressures of the hiring process may not allow all details of an MOU to be negotiated at the time that the hiring offer is extended and accepted. In

such cases, at the time the formal offer is extended, the following issues should be addressed:

- Core issues such as the identification of the units, broad delineation of allocation of duties, and allocation responsibility for salary;
- Timeline for final status negotiations, not to exceed one year from the date of hire or six months from the date of employment (whichever comes first);
- Default settings that define what the terms and conditions of employment will be if there is a failure to complete the MOU.

In establishing or modifying a memorandum of understanding, the chair or director will represent their unit in negotiations and in signing the MOU. However, in creating or modifying an MOU, the chair or director must secure faculty endorsement of the terms of Article IV. The details of this process will be up to each unit: it can come from a vote of the faculty acting either as the committee of the whole or through its personnel committee; can be the ratification of a completed document or an advance authorization of the chair/director to negotiate terms within specified limits. The expectation for faculty endorsement of the terms covered by Article IV is in keeping with the principle of neither advantaging nor disadvantaging a faculty member on a joint appointment: the issues covered by Article III are generally the responsibility of the department chair; while the issues covered by Article IV are generally established by departmental governance policies that are voted on by the faculty.

The initial statement of agreement on the joint appointment shall be reviewed at regular intervals specified in the memorandum of understanding and may be amended at any time subject to the agreement of all concerned parties, including the Dean of the College. If any of the parties to the agreement wishes to dissolve the joint appointment, this must be accomplished by signed mutual consent of all involved, with a thorough explanation of how the terms of the appointment will be changed.

Appendix 1

The university’s multi-tiered personnel processes call for recommendations at the unit level and college level that lead to final decisions at the university level. In the case of promotion & tenure decisions, Article 6.3 of the University Bylaws specifies what individuals and/or representative bodies have an official role in the promotion & tenure process, and how the different combinations of positive and negative recommendations at the unit and college levels impact the decision-making process at the university level. In particular, Article 6.341 defines “agreement on the decision at the department and college levels”.

In Section IV.A.3 of this document, a recommendation by a committee or chair will be considered to have official status if that recommendation is one of those considered in determining if there is agreement at the unit and college levels. If the recommendation is not part of the determination, then the recommendation will be considered to unofficial.

For each promotion & tenure scenario, the entities charged with making official recommendations, and the definitions of “agreement at the unit level” and “agreement at the college and unit level” are summarized in the following table:

	Official Recommendations	Agreement at Unit Level	Agreement at College and Unit Level
Multiple Independent	Multiple Units’ Personnel Committees and Chairs	All parties agree	Council, Dean, and from each unit, one or the other of Personnel Committee, Chair
Lead Unit	Lead Unit Personnel Committee and Chair	Personnel Committee and Chair agree	Council, Dean and at least one of Personnel Committee, Chair
Augmented Lead Unit	Augmented Personnel Committee, Lead Unit Chair	Personnel Committee and Chair agree	Council, Dean and at least one of Personnel Committee, Chair agree
Unified	Unified Personnel Committee, potentially multiple Chairs	All parties agree	Council, Dean and either committee or all chairs