As vetted and approved by the Vice Provost for the Faculty/UCB and the Vice Provost of Academic Affairs/UCSF

OBJECTIVE: Facilitate research and teaching collaborations between University of California, Berkeley (UCB) and University of California, San Francisco (UCSF) via joint academic appointments as appropriate.

BACKGROUND

- There is a UC-wide process in place for intercampus appointments (MLA = multi-location appointments). In general, an appointee undergoes academic review on both campuses and may have some rights on each campus unless clearly delineated at the outset.
- At the request of the Chancellors at UCSF and UCB, these Guiding Principles were developed to
 facilitate joint appointments between the two campuses. The immediate focus is Bioengineering
 faculty. The Guiding Principles below will be considered a "pilot" for Bioengineering and if
 successful, could be expanded to other disciplines (as appropriate) with the consent of both
 campuses.
- The Guiding Principles below have been used to develop a Memorandum of Understanding (MOU) template. The MOU template should be completed for each faculty member for whom a joint appointment is requested.

GUIDING PRINCIPLES

Definitions:

<u>Home campus</u>: the campus where the primary appointment is held; typically, the home campus is where the faculty member was initially/originally appointed; where the predominant academic effort is; where compensation/payroll is provided; and where employment records reside.

Host campus: campus where the secondary or "joint" appointment is held.

Note: there may be limited periods of time when the host campus provides the majority of support/effort but this would not necessarily require a change of home campus — these situations would need to be monitored closely by both campuses.

<u>"Above the line" appointment</u>: term used at UCB to indicate that the faculty member's joint appointment (even if WOS) provides them with voting rights and the right to serve as advisors to graduate students in the joint department; it is anticipated that if UCSF is the home campus, the joint appointment at UCB will be "above the line" unless indicated otherwise in the MOU.

<u>"Below the line" appointment</u>: term used at UCB to indicate a faculty member's joint appointment (even if UCB provides partial salary support) does not confer voting rights, but does provide the right to serve as advisors to graduate students in the joint department; it is anticipated that if UCB is the home campus, the joint appointment at UCSF will always be considered "below the line"; i.e., that there will not be voting rights conferred.

Search/OFCCP Compliance:

The home campus will be responsible for ensuring OFCCP compliance for the initial appointment. Given that many of these joint appointments will be in a Senate series, there is a presumption that a national or international search will be conducted for the initial appointment on the home campus. The addition of a second/joint appointment on the host campus would not require a new or separate search; however, each campus may have an internal process by which there is a review of whether the joint appointment contributes to the campus' diversity efforts.

Academic Packet ("Dossier")/Appointment/Review:

Assumption: the appointee is paid 100% via the home campus and the joint appointment is 0% (WOS) on the host campus.

1. INITIAL JOINT APPOINTMENT – Terms

It will be important to note in the MOU that the joint appointment is directly related to and contingent upon the primary appointment. Should the terms of employment with the home campus change (or end) there is no obligation to continue the joint appointment or have the host campus become the home campus. Should the host campus wish to become the home/primary campus, a new offer letter would be required.

2. INITIAL JOINT APPOINTMENT – Packet/Dossier

In cases where a packet is required for academic review on both campuses, the materials will be gathered by the home campus and shared with the host campus.

- a. If the joint appointment is coincident with the initial appointment on the home campus (i.e., the faculty member is newly appointed on both campuses): the host campus can review and suggest additions to the referee list.
- b. If the faculty member has been on the home campus for a number of years and undergone successful academic review(s) prior to the request for a joint appointment and if

<u>UCSF</u> is host campus, an abridged packet process will be used; no reference letters required; whereas if

<u>UCB</u> is host campus, a current Curriculum Vitae, UCB department recommendation letter (with faculty vote), and UCB College/School of X (e.g., Engineering) Dean's concurrence.

RANK/STEP

The home campus determines rank/step. The host campus follows the same rank/step and timing of academic review. If the home campus proposes an action (e.g., accelerated advancement) that the host campus does not support, then the host campus will have to decide whether to continue the joint appointment. At no point should the rank/step at the host campus differ from the home campus.

4. SERIES

In general, the use of series would be as follows:

HOME CAMPUS	HOST CAMPUS (Joint appointment)
Ladder Rank	In Residence
In Residence	In Residence or Adjunct
Adjunct	Adjunct
Clinical X (at UCSF)	In Residence or Adjunct (at UCB)
HS Clinical (at UCSF)	Adjunct (at UCB)

Note: UCB's use of the Clinical X and HS Clinical series is very limited (Clinical X series is used in the School of Optometry only; HS Clinical series is used in the Schools of Optometry and Public Health, and in the Department of Psychology).

Note: If the joint appointment is 0%, it is acceptable that the title codes used at the host and home campuses may differ (e.g., Academic Year (AY) versus Fiscal Year (FY)).

5. ADVANCEMENT

Home campus is responsible for determining eligibility and timing of advancement reviews. Home campus will also prepare the academic packet.

a. On-time Merits:

The home campus must inform the host campus of the approved action so that it may be recorded in the host campus' local system. A copy of the packet does not need to be provided to the host campus.

- b. For promotions, accelerated actions, and "barrier/threshold steps" (Prof $5 \rightarrow 6$ and Prof $9 \rightarrow A/S$)
 - The home campus prepares the packet and sends a copy to the host campus to conduct an academic review as appropriate.

Compensation:

The home campus is responsible for determining the salary rate and issuing a paycheck. Faculty may only receive a paycheck from one campus. Any salary support provided by the host campus is done using a MLA form and routed to the home campus (i.e., it becomes a funding line on a suspense account). Additional considerations:

<u>UCB is home campus:</u> faculty appointment may be AY or FY; faculty member is precluded from participation in a UCSF Health Sciences Compensation Plans; if UCSF salary support is for the entire year (FY), then the salary during UCB's summer months would need to be calculated and follow UCB's summer salary rules.

<u>UCSF</u> is home campus: faculty appointment is FY; faculty is not eligible for off-scale salaries nor summer salary at UCB; if UCB provides salary support, it must be done following FY salary rate/rules.

Note: If the faculty member's negotiated salary on either campus is greater than the sponsored research (e.g., NIH, CERM, etc.) cap, then any salary support from the host campus needs to include a salary source to cover the cap gap.

Roles/Responsibilities:

The MOU must include details on the roles, responsibilities, and expectations at both campuses with respect to teaching, research, service, voting rights, etc.

Outside Professional Activities:

<u>UCB</u> is the home campus: the appointee would follow APM 025 and submit an annual report of outside professional activities (OPA) to UCB consistent with UCB's policies/procedures.

<u>UCSF</u> is the home campus: the appointee would follow APM 671 and submit an annual report of OPA to UCSF consistent with UCSF's policies/procedures.

Misconduct/Discipline:

The campus on which the allegation of misconduct is reported will take the lead on the investigation of the allegations. The other campus will be informed that an investigation is in progress. The report of the investigation will be shared with both campuses. If there are findings, each campus will determine discipline as appropriate following their campus policies/procedures. Note that the discipline imposed need not be the same at both campuses. In cases where allegations are reported on both campuses, legal counsel at both campuses will confer on the investigation process.

Intellectual Property:

The appointee shall follow the policies/procedures on their home campus for declaring Intellectual Property.

Grant Management/Effort Reporting:

The appointee should be instructed to consult with the grants management unit(s) (or Vice Chancellor for Research, if appropriate) at one or both of the campuses as appropriate on any questions regarding sponsored research.

Limit in Scope:

These guiding principles are specific to joint appointments between the UCB and UCSF campuses. If additional institution(s) are involved (e.g., LBNL, HHMI, LLNL, Gladstone, etc.) in the employment, appointment or compensation of the faculty member, then the terms of any MOU will need to be negotiated separately. While these guiding principles can be taken into consideration in developing the MOU, they are not binding in these situations unless explicitly agreed upon by both campuses.

Forms Available:

(Click to view or download fillable forms)

MOU Template: UCSF is Home Campus

MOU Template: <u>UCB is Home Campus</u>