

# UNIVERSITY OF CALIFORNIA

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SANTA BARBARA • SANTA CRUZ

OFFICE OF THE VICE PROVOST FOR THE FACULTY

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**DATE:** November 20, 2019

**TO:** Tom Hansford, Chair, Divisional Council

**FROM:** Teenie Matlock, Vice Provost for the Faculty

A handwritten signature in black ink, appearing to read "Teenie Matlock", is written over the "FROM:" line.

**RE:** Request for Comment on Policy for Faculty FTE Transfer to Division-level Appointment

The Vice Provost for the Faculty Office and Academic Personnel Office recently received questions about transferring faculty from departments to division-level appointments. The queries came from faculty members, department chairs, and deans.

Thorough reviews of policies and consultation with colleagues at other campuses have been completed, and my office has drafted the attached Memorandum of Understanding (MOU) template for a division-level faculty appointment. In short, a division-level appointment would transfer a tenured faculty member's FTE from a department to a School. It would require clear agreement between the faculty member and School Dean, and clearly outlined responsibilities about research, teaching, and service for the faculty member and School.

Note: Division-level appointments are meant to be rare, and applicable only in extraordinary circumstances.

I request the Academic Senate review and comment on this draft MOU template and on the establishment of a campus policy governing division-level faculty appointments. To enable us to respond to existing inquiries in a timely manner, I would appreciate receiving comments before the onset of Spring semester.

**FTE Transfer of Professor XXX from the Department of XXX to the Division/School of XXX,  
Effective July 1, XXX  
Memorandum of Understanding**

Effective July 1, XXX, Professor XXX's FTE will be transferred (100%) from the Department of XXX to the Division/School of XXX. This will be treated as a permanent divisional appointment.

**Professor XXX's Relation to the Division/School of XXX**

Professor XXX's divisional appointment will follow the privileges and protections of the University of California Faculty Code of Conduct (APM-015). The intent of the Faculty Code of Conduct is to protect academic freedom; help preserve the highest standards of teaching and scholarship; and advance the mission of the University as an institution of higher learning. Additional policies pertaining to the scope and application of the Faculty Code of Conduct and the University's policies on faculty conduct and the administration of discipline are set forth in APM-016, the University Policy on Faculty Conduct and the Administration of Discipline (also CAPM 002.015).

Professor XXX's tenure will continue to be attached to UC Merced as a campus. Thus, future changes related to divisional or departmental organization or arrangements will not affect the security of his/her/their institutional tenure.

The Division/School of XXX is designated as the administrative home bylaw unit. All laboratory and office space will be provided by Division/School of XXX. Leaves, such as sabbaticals, will be approved by the Dean, in consultation with affected departments before the start of the leave, following School and campus policies.

Professor XXXX will participate in selection and mentoring of graduate students in the graduate groups that he/she/they is a member, following the bylaws and practices of those groups.

Because the appointment is 100% in Division/School of XXX, all of Professor's XXX salary will remain in Division/School of XXX on the XXX scale.

**Professor XXX's Relation to the Department of XXX**

As a result of the transfer, Professor XXX will technically no longer have voting rights in the Department of XXX, and the Department of XXX will no longer have the right to vote on future personnel actions concerning Professor XXX.

Professor XXX will no longer maintain service responsibilities in the Department of XXX. However, as with any extra-departmental faculty member, the Department of XXX may invite Professor XXX if it so chooses to serve on various committees as the need arises, and similarly, it can seek his guidance and counsel on curriculum issues, student admissions and support, faculty recruitment and personnel issues, or any other matter that the department feels his/her/their input might be useful.

**Personnel Review**

University policy requires that with a Divisional appointment such as the one proposed for Professor XXXX, any future reviews for advancement be coordinated among all involved academic units. The Division School of XXX will take the lead on processing review cases.

For academic personnel reviews of Professor XXX, the Dean of the Division/School of XXX is responsible for appointing an ad hoc review committee, which should reflect a balanced representation across applicable units/departments. The process for selecting these members will be similar to the selection of external reviewers (i.e., the candidate will be given the opportunity to submit the names of Senate faculty members he/she/they would like to serve on the committee as well as the names of those that the faculty believes might not objectively evaluate the file).

Except for unusual circumstances, merit increases, and advances will be considered at normal time intervals.

### **Teaching**

Professor XXX will have the same rights, privileges, priorities, prerogatives, responsibilities and obligations as tenured Senate faculty with regard to teaching. Namely, he/she/they will be treated as a regular tenured member of the Division with respect to course requests, course scheduling, TA and other support, and supervision of graduate students.

Beginning with academic year XXX, and as long as Professor XXX's FTE remains a divisional appointment, the Dean of the Division/School of XXX will determine the number of courses, and which courses, Professor XXX will teach each academic year. This determination will be made after consultation with Professor XXX and with the approval of the Chair(s) of affected departments, including but not limited to the Department of XXX.

Each department will be responsible for funding and providing TAs or readers for the courses that Professor XXX teaches in that unit/department according to the policies of that department. The department will coordinate the hiring of TAs. Courses will be scheduled by the respective departments with input from Professor XXX and the Dean of the Division/School of XXX. Professor XXX's overall teaching load will be at minimum, the Division/School's expected teaching load (currently XXX or as adjusted in the future).

### **Service**

Professor XXX will have service responsibilities with respect to the Division/School of XXX, to be established via year-to-year agreement between Professor XXX and the Dean. The service load expected will be that of any other full-time tenured faculty member in the Division/School. If the Dean is unable to find suitable university service, teaching load may be increased accordingly.

### **Research**

The Division/School of XXX will provide administrative support including contracts and grants administration, as appropriate. The FTE transfer will not impact research productivity.

### **Future FTE Transfers**

In the event that Professor XXX wishes to transfer his/her/their FTE back to the Department of XXX or to another department on the campus, he/she/they must go through the FTE transfer process described in the campus academic personnel manual. Among other things, this process requires the faculty of the department in question to vote on the transfer request.

We agree to the Divisional appointment of Professor XXXXX as outlined above.

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Professor XXXXX

Date \_\_\_\_\_

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Dean XXXXXX

Date \_\_\_\_\_

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Vice Provost for Academic Personnel

Date \_\_\_\_\_