

March 29, 2012

TO : Chair Academic Senate,
Linda Bisson
Committee of Budget and Management

CC: Provost Ralph Hexter
Associate Vice Provost Maureen Stanton
Associate Vice Chancellor Kelly Ratliff
Dean Winston Ko, Division of MPS
Dean Enrique Lavernia, College of Engineering
Dean Neal van Alfen, CAES

FROM: Associate Dean Jan W Hopmans, College of Agricultural and Environmental Sciences (CAES)

RE: Joint FTE proposal and MOU between Lawrence Berkeley National Laboratory (LBNL) and UC DAVIS

The attached memo requests Senate approval to move forward with the Chancellor's offer to set aside two campus FTE, specifically to facilitate joint research collaborations between LBNL and the UC Davis campus. The planning for such partnership was initiated after the meeting of LBNL Director Alivisatos and scientific staff with our Chancellor, then Vice Chancellor Klein, Dean Ko, then Dean White, and interested faculty in March of 2010. The attached memo provides as much of the history and planning details that I can recollect.

The MOU, based on the UC Berkeley template of joint FTE with LBNL, was adapted specifically for UC Davis by VP Stanton's office, and is hereby attached as well for your review. The memo summarizes the main terms of the joint appointments, and clarifies that two FTE will provide UCD's share for four Joint Appointees initially. As stated in the MOU (section 1), additional portions of the joint FTE will have to be authorized from allocated FTE targets. I have included supporting memos by Deans Ko and Lavernia.

We ask for senate approval of the MOU and FTE release proposal to support joint appointments between the LBNL and the UC Davis campus. May I request for an expedited review of the MOU, as Chancellor Katehi is planning to visit LBNL in the last week of April, at which time she would like to formally sign the MOU with the LBNL Director. Please, do not hesitate to contact me directly if you have questions or comments.

March 29, 2012

TO: Committee on Planning and Budget

FR: Winston Ko, Dean
Division of Mathematical and Physical Sciences



RE: Joint FTE request between Lawrence Berkeley National Laboratory (LBNL) and UCD

I am pleased to provide my support of the proposal to pursue joint hires between Lawrence Berkeley National Laboratory (LBNL) and UC Davis and look forward to future discussions related to joint searches involving research areas within MPS. I believe this joint venture will allow for unique opportunities to further develop collaborative research which will benefit both institutions.

I am also supportive of Dean Lavernia's suggestion that the specifics of the appointment arrangements and terms of the start-up packages might be best developed on an individual basis.

Cc: Maureen Stanton, Vice Provost—Academic Affairs
Enrique Lavernia, Dean—College of Engineering
Neal Van Alfen, Dean—College of Agricultural and Environmental Sciences

March 27, 2012

To: Committee on Planning and Budget

From: Enrique Lavernia, Dean
College of Engineering

Re: Joint FTE between Lawrence Berkeley National Laboratory (LBNL) and UC Davis

The College of Engineering strongly supports in concept the proposal to establish joint positions between our campus and LBNL. The College has considerable expertise and future interest in the areas of computational science and photonics, and therefore I look forward to discussions on joint positions that would produce synergistic benefits to UC Davis and the Laboratory. It may be best to develop specifics, such as appointment arrangements and terms of start-up packages, on an individual basis.

cc: Maureen Stanton, Vice Provost – Academic Affairs
Winston Ko, Dean – MPS
Neal Van Alfen, Dean – CA&ES

March 29, 2012

TO: Committee on Planning and Budget
UC Davis

FROM: Associate Dean Jan W Hopmans, CAES

RE: Joint FTE proposal between Lawrence Berkeley National Laboratory (LBNL) and UC DAVIS

On March 12, 2010, Chancellor Katehi, Provost Lavernia and Vice Chancellor Klein hosted a delegation of the LBNL that included Director A. Paul Alivisatos, Bill Collins (Department Head, Climate Sciences of Earth Sciences Division) and Roger Falcone (Director Advanced Light Source), with the purpose to meet with various Deans and UCD faculty. The main objective of this meeting was to develop ideas for strategic partnerships between LBNL and UCD in the areas of (1) Climate Science, (2) Computational Sciences, and (3) Photon Science. Specifically, the Chancellor was seeking interest by the Deans in joint cluster hires of faculty in these three focus areas, with equal fraction of FTE between the two institutions, and expecting significant startup coming from LBNL. Director Alivisatos indicated that there was much interest by LBNL, including for their scientists to be involved in teaching at UC. Dean Pomeroy (Then Chair UCD Blue Ribbon Committee) emphasized that this initiative fits the Committee's recommendation to strategically position the UC Davis campus in emerging areas of Sustainability and Energy. It was emphasized that collaborations should focus on existing strengths in both institutions, and that joint research plans developed should offer new opportunities in research that otherwise would not be possible. **In other words, the value of the combined effort must be higher than simply the sum of the two individual efforts.** Hopmans volunteered to organize a UCD working group in the Climate Science cluster area to write a position paper on research priority needs in Climate Science and to identify common priority FTE positions with LBNL. At that time, it was not clear who would lead working groups in the areas of Photon Sciences and Computational Sciences.

The climate science working group consisted of about 10 faculty, representing departments in CAES (ESP, LAWR) and MPS (Geology). Over a time span of about 8 months, this working group developed a position paper for a joint UCD-LBNL Partnership in Regional Climate Change. It consisted of four foci (Physics of Regional Climate, Integrated Modeling of

Hydroclimate Systems, Integrating Ocean with Atmospheric Modeling, and Climate Change and Agricultural Landscapes), with rationale and opportunities for collaboration and potential outcomes for each of the topical areas. The case was made that much needed capacity was required to strengthen the existing collective expertise in the areas of agricultural & food systems, water resources, energy and climate, thereby increasing opportunities for significant advances in integrative Regional Climate Science research.

At a February 2, 2011 meeting that included Deans van Alfen and Ko and Associate Dean Hopmans, Chancellor Katehi and Provost Hexter confirmed that the joint partnership initiative between UCD and LBNL should move forward. Chancellor Katehi would equally match the joint FTE with LBNL, and offered to provide the FTE and associated salary from the campus FTE pool, for up to four joint positions (2.0 FTE). In the same meeting, Chancellor Katehi indicated that she expects much of the startup funds to come from LBNL. She proposed to use the Hydro-climate position as a pilot, and to not further pursue other positions until this first joint position was in place and an MOU between UCD and LBNL was established.

The draft proposal was shared with LBNL scientists at a joint meeting held at the Davis campus on February 4, 2011 for further discussion. It was at that meeting that LBNL selected the Hydro-Climature Systems position as their highest priority, with a possible second high priority in the area of "Agricultural Impacts by Climate Change." LBNL was basing their decision on programmatic considerations regarding DOE's mission-oriented objectives. It was also decided to work with one position at a time. We agreed on a second follow-up meeting in Berkeley, which was held on April 15, 2011, to further define the highest priority joint position in Hydro-Climature systems. Furthermore, it was mutually agreed that the second position would be broadened towards "Climate Change and Ecosystems: Feedback, Impacts, and Adaptation," with specific focus on soil carbon and nutrient cycling, as part of an upcoming DOE's initiative for a Center for Integrated Soil Systems Science. The two identified priority positions fit the core research and teaching areas of CAES departments of LAWR (Hydro-Climature) and Plant Sciences (Ecosystem Carbon Cycling), as identified in their most recent departmental academic plans.

A first draft of an MOU was shared by LBNL in December, 2011. It has undergone editing by VP Stanton's office, and is now finalized and included hereby. The most relevant specifics of the draft MOU include:

- 1. Deans proposing joint searches must prioritize them as part of their overall requests for search authorization within their FTE targets, unless prior arrangements for allocation of UCD-level resources have been confirmed with the Provost and Executive Vice-Chancellor.*
- 2. Joint Appointees will hold a 0.50 FTE faculty position (0.50 FTE equivalent of a 9-month appointment) in a UCD department and be members of the Davis Division of the UC Academic Senate. Joint Appointees will hold 0.375 FTE at LBNL (fraction of a 12-month LBNL appointment, and/or 0.5 FTE equivalent to a 9-month campus appointment).*
- 3. Should the Joint Appointee fail to develop sufficient funding to support his or her research at LBNL in the first years after appointment, LBNL will notify UCD of the potential loss of funding situation no later than one year prior to the onset of loss of funding. If funding has not been developed within this two-year period to support the LBNL 0.375 FTE, only then will UCD assume responsibility for the full FTE (equivalent to the 9-month appointment). In such circumstances, the funding by UCD will be liened against the department or school holding the 0.5 FTE of the Joint Appointee.*
- 4. A single, joint search committee, with co-chairs from UCD and LBNL, will be appointed by relevant deans and LBNL division directors, and subject to UCD and LBNL guidelines for*

fairness and inclusiveness. It is expected that LBNL will provide most of the research infrastructure and startup costs for these positions. If the offer is accepted, the candidate will be appointed as a UCD faculty member with a Joint Appointment at LBNL.

5. At UCD, Joint Appointees will be reviewed for merit and promotion advancement as are other partial appointees. Service and teaching obligations are expected to be proportionate to the percentage of the appointment. Research performed at LBNL as well as at UCD will be considered in UCD merit reviews.

6. Holders of 0.50 FTE at UCD are members of the Academic Senate with full voting rights in their departments. Rank and step, as well as salary, are established by the standard procedures that apply to all UCD faculty.

7. Any approved joint search must include an agreement on UCD and LBNL's participation in startup costs presented by the relevant LBNL home division director and the UCD home department chair and dean, and approved by the Dean and the LBNL deputy director.

Given the past 2 years of planning by UCD faculty and LBNL scientists in response to the Chancellor's commitment to facilitate joint FTE faculty appointments, we ask approval for the UC Davis campus to follow through on the joint FTE agreement, and provide the 50% FTE for up to four joint-faculty positions between UCD and LBNL (total of 2 FTE) from the campus FTE pool. Whereas two priority positions (one full UCD FTE) have been identified between the LBNL Earth Systems Division and the UC Davis campus, it is recommended that the other full FTE (0.5 for each of the two shared FTE's) be allocated in the areas of Computational Sciences and Photon Sciences within the next two years, upon agreement of a joint-proposal between the relevant departments of UC Davis and LBNL. As stated in the MOU (section 1), additional portions of the joint FTE will have to be authorized from allocated FTE targets.

D - R - A - F - T
March 23, 2012

MEMORANDUM OF UNDERSTANDING
ESTABLISHING THE TERMS GOVERNING
JOINT APPOINTMENTS

BETWEEN

UNIVERSITY OF CALIFORNIA DAVIS
AND
LAWRENCE BERKELEY NATIONAL LABORATORY

The University of California at Davis (UCD) and Lawrence Berkeley National Laboratory (LBNL) benefit from close proximity and a shared mission of research and public service. The appointment of faculty members jointly with LBNL [hereinafter, Joint Appointment(s) or Joint Appointee(s)], strengthens these ties through the participation in large-scale research efforts, the access to unique and specialized facilities, the involvement of students in research, and the ability of faculty members to lead laboratory initiatives. To maximize the benefits of Joint Appointments, it is essential that the terms of such appointments be spelled out clearly in terms of initial authorizations, searches, expectations, reviews, advancements, and, if necessary, discontinuation. The provisions of this Memorandum of Understanding (MOU) are intended to be consistent with applicable UCD and LBNL policies and procedures for the items addressed herein, including Department of Energy (DOE) Contract 31 requirements for LBNL.

UCD and LBNL therefore agree to the following terms governing Joint Appointments:

1. UCD FTE. Joint Appointees will hold a 0.50 FTE faculty position (0.50 FTE equivalent of a 9-month appointment) in a UCD department and be members of the Davis Division of the UC Academic Senate. Deans proposing joint searches must prioritize them as part of their overall requests for search authorization within their FTE targets, unless prior arrangements for allocation of UCD-level resources have been confirmed with the Provost and Executive Vice-Chancellor.

2. LBNL FTE. Joint Appointees will hold 0.375 FTE at LBNL (0.50 FTE equivalent of a 9-month campus appointment). Since UCD will be responsible for paying the appointee, the LBNL FTE can be in the Professorial series or the in Residence series at UCD. The Dean, in consultation with the Provost can determine the appropriate series. The in Residence series appointment will have an end date, and, in the event the funding at LBNL ends, the in Residence appointment will also be able to end with appropriate notice. LBNL will closely monitor the appointee's funding situation. Should the Joint Appointee fail to develop sufficient funding to support his or her research at LBNL, LBNL will notify UCD of the potential loss of funding situation no later than six months prior to the onset of loss of funding. LBNL and UCD will develop plans to assist the Joint Appointee in obtaining additional funding or redirecting his or her research. See § 2.07(C.) (9.) (d.) of the LBNL Regulations and Procedures Manual (RPM) for special consideration provided to Joint Appointments of Faculty Scientists/Engineers and Faculty Senior Scientists/Engineers. LBNL is committed to support the Joint Appointee at 0.375 FTE for two years in the event funding is lost. If funding has not been developed within this two-year period to support the LBNL 0.375 FTE, only then will UCD assume responsibility for the full FTE (equivalent to the 9-month appointment). In such circumstances, the funding by UCD will be liened against the department or school holding the 0.5 FTE of the Joint Appointee. If it is necessary to cover 0.5 FTE, the Provost and Dean of the affected college will review the available FTE in the college. If no FTE are available in the college, the campus will provide a 0.5 FTE for a transitional period to be determined. If the joint appointment is in the in Residence series, notice must be given that the in Residence appointment will be reduced or ended, according to the funding available.

3. Search definition. Topical areas recommended for joint searches will be agreed upon by the relevant UCD deans and the LBNL deputy director and division directors before submission for approval through the normal UCD and LBNL procedures.

4. Search process. A single, joint search committee, with co-chairs from UCD and LBNL, will be appointed by the relevant dean and LBNL division director, and subject to UCD and LBNL guidelines for fairness and inclusiveness. Search approvals will be obtained concurrently and in accordance with established procedures. Searches for broader, interdisciplinary appointments, may be requested at the decanal or deputy director level, in which case a joint search committee will be appointed by the relevant dean and the LBNL deputy director. Recruitment ads will be submitted for approval to UCD and LBNL in accordance with established procedures. Recruitment costs will be established and shared for each position. Solicitations for an appraisal of a potential Joint Appointment candidate shall include both UCD and LBNL appointment criteria and shall direct reviewers to address their reference letters to both LBNL and UCD. Letters of reference will be sent to UCD, which will immediately share them with LBNL. The joint search committee recommendations for candidates to be interviewed must be supported by home units at both UCD and LBNL, including the relevant UCD chair and/or dean and the LBNL deputy director and division director. UCD and LBNL units must concur on candidate rankings. Offers will be made concurrently by both the UCD and LBNL and must be coordinated to ensure the candidate has a clear understanding of the Joint Appointment provisions. It is expected that LBNL will provide most of the research infrastructure and startup costs for these positions. If the offer is accepted, the candidate will be appointed as a UCD faculty member with a Joint Appointment at LBNL.

5. Advancement, Performance Reviews and Promotion Review. At UCD, Joint Appointees will be reviewed for merit advancement as are other partial appointees. Service and teaching obligations are expected to be proportionate to the percentage of the appointment. Research performed at LBNL as well as at UCD will be considered in UCD merit reviews. At LBNL, Joint Appointees will receive annual performance reviews pursuant to the process for all LBNL employees described in RPM 2.03.

LBNL and UCD shall conduct separate merit and promotion reviews of Joint Appointees pursuant to their own performance review processes; however, these reviews should be coordinated where possible. The UCD department chair and LBNL division director should consult annually about the review process.

If both institutions are recommending actions that require solicitation letters, the letters will include both UCD and LBNL promotion or upper-level merit criteria, and shall direct reviewers to address their letters to both UCD and LBNL. UCD will be responsible for receiving letters and distributing them. Any *ad hoc* review committee appointed by the UCD Vice Provost – Academic Affairs for the promotion or merit review process will include both UCD and LBNL members. Promotion or merit reviews will consider the overall reputation, impact, and achievement of Joint Appointees in the same manner as full time appointees at UCD and LBNL. The LBNL host division director will transmit to the relevant UCD department chair an analysis of the research accomplishments that will be utilized in the UCD review in the same manner as any UCD joint appointment, and UCD will share review materials generated by the department chairs and/or deans with LBNL, following standard UCD review procedures.

6. Tenure track appointments. As with all faculty level appointments at LBNL, the appointment is contingent upon the Joint Appointee maintaining his or her UCD faculty appointment. If the faculty member's UCD appointment ends, his or her LBNL appointment is terminated automatically. However, this does not prevent LBNL from hiring the individual into a non-faculty appointment, if appropriate.

7. Performance or Conduct Issues. In the event LBNL or UCD determines that the performance of the Joint Appointee is not to their standards before the time UCD or LBNL would normally schedule a review, the relevant division director and department chair will review the issues and recommend a course of action pursuant to LBNL or UCD policies to address the situation.

Each Party recognizes their responsibility for the conduct of the Joint Appointee while the appointee is engaged in activities for that Party. In the event a conduct issue arises at UCD or LBNL (e.g., a complaint of harassment or research or other misconduct), each party will notify the other immediately to ensure that the appropriate investigative process is followed. The Parties will also agree upon whether UCD or LBNL will take the lead in the investigation and which policies and procedures will be followed.

8. Rights and Responsibilities of Joint Appointees. Holders of 0.50 FTE at UCD are members of the Academic Senate with full voting rights in their departments. Rank and step, as well as salary, are established by the standard procedures that apply to all UCD faculty. In publications, correspondence and other written work, a Joint Appointee shall include both affiliations.

9. Change in Percentage Campus FTE. Faculty holding Joint Appointments have no presumptive right to an increased percentage appointment at either institution, apart from the Backstop provision described in paragraph two. Requests for augmented percentage FTE must be made in accordance with established procedures of either institution and are subject to normal review.

10. Compensation. The salary for Joint Appointees will be set in accordance with the usual UCD procedures in consultation with the host LBNL division director. Salary will be paid by UCD, with LBNL reimbursing UCD for one-half of the Joint Appointee's annual academic year salary. The home division at LBNL may provide summer salary if appropriate, but must consult with UCD concerning compensation to insure that total compensation does not violate UCD regulations.

11. Recruitment and Start-up Costs. Any approved joint search must include an agreement on UCD and LBNL's participation in startup costs presented by the relevant LBNL home division director and the UCD home department chair and dean, and approved by the Dean and the LBNL deputy director. Recruitment incentives such as signing bonuses and relocation expenses may be shared, with the understanding that LBNL's portion must not exceed applicable provisions of Appendix A of Contract 31, unless the DOE approves an exception before the recruitment is started or an offer is made.

12. Sabbatical Leaves. The UCD portion of the Joint Appointment is eligible to earn sabbatical leave credits in accord with Academic Personnel Manual 740. Requests for sabbatical leaves are to be submitted in the normal manner at the campus level and require approval by the chair and cognizant dean. Although LBNL does not provide sabbatical leave, the

D - R - A - F - T
March 23, 2012

LBNL portion of the Joint Appointment is eligible for Professional Research or Teaching Leave as provided in RPM § 2.04 H.

13. Entire Agreement. This MOU contains the entire understanding between UCD and LBNL pertaining to the subject matter hereof and supersedes any and all prior MOUs or agreements regarding these matters. In addition, nothing contained herein is intended to confer any rights in any person not a party to this MOU.

14. Term. This MOU is effective upon execution by the parties and shall continue in effect until terminated or modified in writing.

The parties to this Memorandum of Understanding confirm and acknowledge their agreement by the following signatures:

UNIVERSITY OF CALIFORNIA
DAVIS

ERNEST ORLANDO LAWRENCE
BERKELEY NATIONAL LABORATORY

By: _____
Linda P.B. Katehi
Chancellor

By: _____

Date: _____

Date: _____