A9.600 JOINT APPOINTMENTS BETWEEN THE UNIVERSITY OF HAWAII AND THE EAST-WEST CENTER.

1. Purpose. To establish procedures for processing joint appointments of personnel of the University of Hawaii and the East-West Center (EWC).

2. Applicability. This procedure applies to all departments, programs, or operations affected by joint appointments of personnel of the University and the East-West Center.

3. Responsibilities.

   a. The department, program or activity considering the utilization of joint appointments within the University is responsible for securing the appropriate prior approval in writing, in accordance with procedures in paragraph 6, before consenting to signing of the "Memorandum of Understanding Concerning Joint Appointments" (Attachment A).

   b. Upon receipt of the approval of a joint appointment, the East-West Center (EWC) is responsible for preparing the Memorandum of Understanding for all personnel affected by any formal exchange between the University of Hawaii and the East-West Center.

   c. The University Personnel Office is responsible for answering inquiries or resolving the problems concerning joint appointments with the East-West Center.

   d. The Contacts and Grants Accounting Office is to determine the cost of fringe benefits, arrange for the receipt or payment of personnel costs between the University and the East-West Center.

4. Definition and Terms.

   a. The term "home-base institution" means either the University of Hawaii or the East-West Center. The
home-base for personnel subject to joint appointments is the institution to which the individual is appointed full time. The home-base institution shall have final responsibility and authority for all matters relating to personnel, compensation, benefits, status, etc.

b. The term "affiliated institution" means the institution with which the home-base appointees shares their professional work time.

c. The term "Department Head" includes the heads of academic departments, research organizations, divisions, programs, offices, and other units reporting directly to a Dean.

d. "Dean or equivalent administrator" (hereafter Dean) means all Deans, the University Librarian, Vice Chancellor for Administration at Manoa (for APT appointments), Provosts or their designees.

e. The designation "Chancellor" includes Chancellors at Manoa, Hilo, West Oahu and Community Colleges or their designees.

f. "Form UHM-4" (Attachment B), applies to the Manoa Campus only; however, this term, whenever it is used, means a memorandum or letter for other campuses.

g. Funds

1) The term "State funds" refers to State General Funds, Special Funds, Agency Funds and Trust Funds if the original source is from the State General Fund, e.g., from another State agency.

2) The term "extramural funds" refers to Federal Funds and Trust Funds other than those in g.1) above.

5. Approved Position Classification Titles and Salaries. Personnel home-based at the University are to use the University's classification titles and ranks, as appropriate, when making a written commitment to the EWC on the Standard Form 5B (SF-5B), Notification of Personnel Action Form, Form UHM-4 and other University forms and correspondence. The Memorandum of Understanding may indicate an affiliate title where appropriate. Personnel home-based at the University and serving in executive
positions at the EWC shall receive salaries approved by the Board of Regents.

6. Procedures. Joint appointments are made with the University as the home-based institution or as the affiliated institution. The procedure in each case is as prescribed below. (Note: The procedures are for favorable actions only; in case of negative actions the proposed joint appointments are to be returned through channels to the Department Head who then notifies the EWC.)

a. University as the Home-Base Institution.

1) Department Head:
   a) Discusses with EWC the possibility of a joint appointment of personnel within the organization
   b) Ascertains extent of joint appointments
   c) Consults with the Contracts and Grants Management Office to determine fringe benefits costs to be paid by the EWC
   d) Checks with and receives written approval from Dean
   e) After receiving written approval from the Dean, makes written commitment specifying percentages of time and other appropriate requirements to EWC through the EWC Personnel Office

2) East-West Center:
   a) On receipt of written commitment from University of Hawaii, EWC Personnel Office consults with and receives approval from the appropriate Vice President
   b) EWC Personnel Office prepares Memorandum of Understanding (MU) (Attachment A) and obtains appropriate EWC signatures
   c) EWC Personnel Office sends original MU to University Personnel Office which shall then forward the MU to Department Head through
administrative channels

3) Department Head:
   a) Obtains joint appointee's signature on MU
   b) Signs MU
   c) Sends MU to Dean

4) Dean:
   a) Signs MU
   b) Prepares and signs SF-5B (may be prepared at the department head level). The EWC portion is to be charge to account number 22-F-(year)-510-F-910-B-021. Under "Remarks," indicate "also with EWC"
   c) Sends MU and SF-5B to Chancellor

5) Chancellor:
   a) Signs MU and SF-5B
   b) Sends MU and SF-5B to University Personnel Office

6) Director of Personnel:
   a) Signs, duplicates and distributes MU
      • Original to East-West Center
      • 1 copy retained by University Personnel Office, BOR Employment Section
      • 1 copy to the Dean
      • 1 copy to the Contracts and Grants Accounting Office
   b) Process SF-5B

7) Contracts and Grants Accounting Office:
   a) Receives Payroll Distribution by Fiscal Officer (Report 1057B)
   b) Requests reimbursement from EWC in accordance
with paragraph c. below. (Funds are to be deposited in the University Treasury Office)

b. The University as the AFFILIATE Institution

1) Department Head:

a) Discusses with EWC the joint appointment of EWC personnel

b) Ascertains cost and percentage of time

c) Consults the Contracts and Grants Accounting Office (CGAO) for questions concerning fringe benefit costs

d) Ensures that position count and funds for State funded positions are available. (If no position count is available, Administrative Procedure A8.111, to establish a new general fund position or part of a position, applies). If applicable, determines the availability of extramural funds and the need for services.

e) Request Dean's approval

- If State funds are to be utilized, prepares and sends Form UHM-4 to Dean to clear position count and availability of funds (Attachment B is for Manoa only; other campuses by memorandum)

- If extramural funds are to be utilized, prepare and forward a memorandum to Dean for approval

2) Dean:

a) Approves Form UHM-4. For extramural funds, the Dean approves the request by endorsing the Department Head's memorandum

b) Sends Form UHM-4 to Chancellor; or if extramural funds are involved, returns approved memorandum to Department Head

3) Chancellor:
a) Approves Form UHM-4 or  
b) Sends Form UHM-4 to Dean  

4) Dean: Sends Form UHM-4 to Department Head  

5) Department Head: Notifies EWC Personnel Office in writing of approval of joint appointment specifying percentages of time and other appropriate requirements  

6) East-West Center:  
a) On receipt of written commitment from University of Hawaii, EWC Personnel Office consults with and receives approval from the appropriate Vice President  
b) EWC Personnel Office prepares Memorandum of Understanding (MU) and obtains appropriate EWC signatures  
c) EWC Personnel Office sends original of MU to University Personnel Office which, shall then forward MU to Department Head through administrative channels  

7) Department Head:  
a) Signs MU  
b) Sends MU with Form UHM-4 to Dean  

8) Dean:  
a) Signs MU  
b) Sends MU to Chancellor  

9) Chancellor:  
a) Signs MU  
b) Sends MU to University Personnel Office  

10) Director of Personnel:  
a) Signs, duplicates and distributes MU
11) Dean:
   a) After receipt of signed MU, prepares Authorization for Payment (AFP) (Attachment C) within five (5) working days after each month in which the services were rendered
   
   b) Sends AFP and two (2) copies of the MU (initial payment only) to Disbursing Office
   
   c) In lieu of attaching copies of MU's to subsequent AFP's, the follow-up AFP documents should refer to the Summary Warrant Number and date of the initial payment

12) Disbursing Office: Processes documents to transfer funds

13) Contracts and Grants Accounting Office:
   a) Determines amount to be paid EWC
   
   b) Makes payment to EWC in accordance with paragraph c.

   c. Clearing of Personnel Costs. The Contracts and Grants Accounting Office serves as the clearing center for personnel costs incurred by joint appointments. It will make all the arrangements necessary for the receipt or payment of funds between the University and East-West Center.
MEMORANDUM OF UNDERSTANDING
CONCERNING
JOINT APPOINTMENTS

This Memorandum of Understanding is entered into by the Center for Cultural and Technical Interchange Between East and West, Inc. ("East-West Center"), the University of Hawaii ("University"), and the undersigned individual ("Appointee"), and governs the joint appointment between the East-West Center and the University of the Appointee, upon the following terms and conditions:

Joint Appointment:

1. (Name of Appointee)  (Social Security Number)

2. (East-West Center Institute Involved)

3. (East-West Center Title/Classification)

4. (University of Hawaii Department/School Involved)

5. (University of Hawaii Title/Classification)

6. Duration of Joint Appointment:

Commencement Date: ____________________________

Effective until appropriate notice is given or on
Termination Date: ____________________________
7. Institutional Base:

Home Base Institution: ________________________________

Affiliated Institution: ________________________________

8. Percentage Allocation of Salary Costs for Time at Home-Base Institution for Academic Year:

   a) University of Hawaii Department/School Involved:

   b) East-West Center Institute Involved:

   c) Compensation to be paid by affiliated Institution for Academic Year:

9. Scope of Work to be Performed in the East-West Center Institute Involved:

10. Scope of Work to be Performed in the University Department/School Involved (Description from University Faculty Handbook):
11. Special Conditions:

A. Arrangements for Employment Outside Academic Year:

B. Travel Approvals:

C. Administrative Responsibilities (specified):

East-West Center: ____________________________  (Dollar amount or proportion)

University: ____________________________  (Dollar amount or proportion)

D. Other (Specified):

12. Amendment:

With appropriate time of notice required by collective bargaining contracts, this Memorandum of Understanding may be amended at any time by written instrument executed by all of the undersigned parties, and shall be reviewed and amended, as appropriate and desirable, in the event of a formal change of work responsibilities of the Appointee in either or both of the East-West Center or the University.

13. General Conditions:

The "General Conditions (as amended September 17, 1975)" attached as Exhibit A, are part of this Memorandum of Understanding and are fully incorporated herein.

14. IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates set forth hereinbelow.
APPOINTEE

(Signature) ____________________________ (Date)

EAST-WEST CENTER

(Director, Institute) ______________________ (Date)

(President, East-West Center) ______________ (Date)

UNIVERSITY OF HAWAII

(Department Head) ________________________ (Date)

(Dean) ________________________________ (Date)

(Chancellor) ____________________________ (Date)

(Director of Personnel) _________________ (Date)
GENERAL CONDITIONS

These General Conditions set forth additional terms and conditions of the Memorandum of Understanding concerning Joint Appointments and are an integral part thereof.

1. Home-Base Institution. Joint Appointees shall be home-based either at the East-West Center or at the University. They will be considered as full-time appointees of the home-base institution for purposes of compensation, benefits, creditable service, collective bargaining, and all other employee rights and privileges. The home-base institution shall have the final responsibility and authority for evaluations, promotions, and other personnel actions (e.g., merit increases and salary adjustments).

2. Affiliated Institution. The affiliated institution (i.e., the institution with which the home-base appointee shares his professional work time), shall provide equitable compensation to the home-base institution for the services provided to the affiliated institution by the appointee.

3. Personnel Actions. Salaries shall be determined by the home-base institution. In instances where University home-based appointees serve in executive capacities at the East-West Center, the compensation shall be that which is approved by the Board of Regents.

Prior to taking any action involving the appointee regarding evaluation, promotions, and other personnel actions (e.g., merit increases and salary adjustments), the home-base institution may, as appropriate under applicable institutional policies, consult with the affiliated institution. When a personnel action is taken by the home-base institution, the home-base institution shall negotiate with the affiliated institution concerning the provision of additional funds, if required, to maintain the agreed upon ratio of funding support for the appointee. If such negotiations fail, then the home-base institution shall pay the full amount of the additional funds required.

4. Termination of Joint Appointment.

a. If the home-base institution terminates its appointment of the appointee, such termination shall be in accordance with all applicable policies and
procedures of that institution. The affiliated institution shall make reasonable efforts to appoint the appointee, on an equitable basis, to a full-time position in the affiliated institution.

b. If the affiliated institution terminates its appointment of the appointee, the home-base institution shall absorb the additional cost previously funded by the affiliated institution for the remainder of the appointment period of the appointee, and shall assign the appointee to appropriate full-time work within the home-base institution. The home-base institution may seek equitable compensation for such additional costs from the affiliated institution.

5. Other Applicable Provisions. The Memorandum of Understanding concerning joint appointments is subject to the following:

a. All applicable collective bargaining agreements in the effect during the term thereof.

b. All applicable policies and procedures of the East-West Center and the University.

c. The Agreement Between the Board of Governors of the Center for Cultural and Technical Interchange Between East and West, Inc., a Hawaii educational non-profit public corporation, and the Board of Regents of the University of Hawaii, dated July 1, 1975, as it may be amended from time to time.
VACANCY REPORT
BUDGETED BOR POSITIONS

Position No.__________________________ Budget Program__________________________ FTE__________

Budget Program__________________________ FTE__________
Budget Program__________________________ FTE__________

School/College _________________________________
Department _________________________________

(Last) Incumbent _________________________________

Reason for vacancy:  □ Sabbatical  □ LWOP  □ Termination  □ Resignation  □ Retirement

□ Appointment to another UH position (specify:____________________________________)

□ Other (describe:______________________________________________________________)

Starting date for vacancy ______/____/____  Ending date if temporary ______/____/____

PROPOSED USE OF POSITION: (Include when and how position is to be used. Justification for
filling retirement positions and others above rank 3.)


Department Chairman (Optional) _________________________________

Dean/Director _________________________________

ACTION BY CHANCELLOR: _________________________________

EEO status of Unit ______

□ Position is retained in Chancellor's pool

□ Position is returned for use as requested

□ Position is returned with exception _________________________________

□ Decision delayed _________________________________

Date _________________________________

Chancellor/Designee _________________________________

POSITION FILLED: _________________________________

Name of Selectee _________________________________

Title _________________________________

F this position _________________________________

Appointment period ______/____/____ to ______/____/____

Department Chairman _________________________________

Dean/Director _________________________________

Form UHM 4
(10/82)
**UNIVERSITY OF HAWAII**

**AUTHORIZATION FOR PAYMENT FORM**

**INSTRUCTIONS:**

1. Submit original and two copies to the Disbursing Office, Sachman Annex via your Fiscal Officer.
2. Attach original and two copies of the invoice, letter, receipt, or fringe adjustments (staple original supports to original APP form and the copies of supports to copies of the APP form).

### APP Form Instructions

| TRANS CODE (1-4) | ACCOUNT CODE (15-46) | APPL CODE (29-30) | OBJECT/ SOURCE (31-34) | VENDOR CODE/ SOCIAL SECURITY NO. (35-38) | FOR PAYROLL ADJUST ONLY | SOC SEC NO (44-52) | AMOUNT (1-70-70) |
|------------------|----------------------|-------------------|------------------------|------------------------------------------|-------------------------|-------------------|----------------|----------------|

**PAYEE'S NAME (LAST, FIRST, MI)**

**PERMANENT ADDRESS**

**CITY/STATE/ZIP CODE**

If payment is to an individual, check one of the following:

- [ ] employee
- [ ] non-employee

**AUTHORIZED SIGNATURE OF RECIPIENT**

**DATE**

**DEPARTMENT/AGENCY**

**TELEPHONE**

**DESCRIPTION OF GOODS/SERVICES AND REASONS FOR PAYMENT:** (Include rate of compensation, reference to letters, etc.)

**AUTHORIZED BY:**

**SIGNATURE**

**DATE**

**FISCAL OFFICER**

**DATE**