

MEMORANDUM OF AGREEMENT
between the
College of Agricultural, Human, and Natural Resource Sciences
and the
College of Engineering and Architecture
Establishing the
SCHOOL OF DESIGN AND CONSTRUCTION

1. INTRODUCTION

This Memorandum of Agreement (MOA) is made and entered into by and between the College of Agricultural, Human, and Natural Resource Sciences (CAHNRS) and the College of Engineering and Architecture (CEA), to form the School of Design and Construction (henceforth referred to as "School").

2. PURPOSE OF THE MOA

This MOA sets out the terms and conditions for establishing the School by merging selected and designated faculty, staff, facilities, and resources presently in the School of Architecture and Construction Management, Department of Interior Design, and Landscape Architecture Program within the Department of Horticulture and Landscape Architecture into one administrative unit jointly administered by CAHNRS and CEA (collectively referred to as the "Colleges").

3. ADMINISTRATION AND OPERATION

3.1 Administration

- 3.1.1** The Deans of the College of Agricultural, Human, and Natural Resource Sciences (CAHNRS) and the College of Engineering and Architecture (CEA), henceforth referred to as the "Deans", shall oversee and facilitate the implementation of this MOA and School in coordination with each college's administrators and in compliance with both College's academic norms, policies, and procedures.
- 3.1.2** The Deans shall mutually appoint one director of the School following normal university procedures.
- 3.1.3** The Director will be responsible for administration and oversight of budgets, personnel and programs in teaching, research and extension/outreach/service for School faculty, staff, and students.

- 3.1.4** Procedures for conducting the business of the School will be developed by the Director and School faculty in close cooperation with appropriate administrative personnel in both Colleges.
- 3.1.5** One of the two colleges will serve as the lead college in administering the operations of the School. The lead college will be responsible for fiscal, personnel, and academic administration activities. The Director will report to the Dean of the lead college concerning normal (“day-to-day”) operating issues. Designation of lead college does not imply principal leadership of the School nor does it absolve the School of adhering to administrative policies of the non-lead college. The College of Engineering and Architecture will be the lead college at the time of the formal launch of the School. The decision of what college will serve as lead college will be revisited every three years.
- 3.1.6** The Director or a representative is expected to attend administrative meetings in both Colleges.
- 3.1.7** Annual review of the Director will be completed by both Deans using a mutually agreeable format. Both Deans (or their designees) will participate in the annual review session of the Director.
- 3.1.8** A Program Coordinator will be appointed for each of the four program areas (architecture, construction management, interior design, and landscape architecture) and report directly to the Director.
- 3.1.9** The Deans and Director will meet at least once a semester to discuss School programs, personnel and fiscal needs, etc.
- 3.1.10** A budget meeting will be held once a semester that includes the Director, both Deans, and the CEA and CAHNRS Business and Finance Directors.

3.2 Funding and Fiscal Operations

- 3.2.1** The scope of activities under this MOA will be determined by the funds available in both Colleges and financial assistance that may be obtained by the Colleges, individually or together, from internal or external sources. The terms of mutual assistance and the necessary budget for the School will be mutually discussed and agreed upon in writing by the Deans prior to the formal launch of the School.
- 3.2.2** Funds residing in each of the units/programs comprising the School will be pooled to form the School’s personnel and operating budget at the initiation of the School. Allocations from the Budget Office will remain in the respective Colleges, but “rolled up” to form an annual budget at the initiation of each fiscal year.

- 3.2.3.** Funds transferred from the Spokane campus will be allocated to the appropriate College based upon program areas where the currently reside (Architecture to CEA and Interior Design and Landscape Architecture to CAHNRS). Operating funds not specified for use in a particular program will be transferred to the Lead College.
- 3.2.4** The Director or college designee will have budget (signature) authority on all School funds.
- 3.2.5.** Both deans shall be copied on administrative correspondence emanating from Director or other School Administrators.
- 3.2.6** All faculty appointments, permanent staff appointments, and major facility decisions will require the joint signature of both Deans. Temporary appointments will be appointed at the discretion of the Director. The Dean of the lead college shall consult with the other Dean whenever major decisions are to be made.
- 3.2.7** When administering mass salary increases (or other university-level budget increases), the Deans will collectively determine the contributions to the School from each College. These contributions will form one pool of funds to be allocated across all faculty and staff, regardless of college affiliation. The Director will make recommendations concerning salary allocations, to be approved by both Deans.
- 3.2.8** Fiscal and personnel activities will be coordinated by the CEA and CAHNRS Business and Finance Directors.

3.3 Facilities

- 3.3.1** A plan for locating all School faculty and facilities in a single location (or in close proximity) will be developed prior to the official initiation of the School.
- 3.3.2** Professional equipment moving costs for will be incurred by the College where the faculty being relocated are appointed.
- 3.3.3** Renovation costs of common School facilities (e.g., studios, classrooms) will be shared by the two Colleges and the Provost's Office, as agreed upon by the Deans and Provost.

3.4 Faculty

- 3.4.1** Faculty appointments:

- Continuing faculty will remain appointed in their current college (CEA for Architecture and Construction Management faculty and CAHNRS for Interior Design and Landscape Architecture faculty).
- New faculty will be appointed in the college where the personnel appointment emanates. If programmatic reasons dictate that an open position needs to be allocated to a different program, the necessary budget transfer will be requested by the Director and approved by both Deans.

3.4.2 Tenure and promotion:

- Beginning in academic year 2012-13, tenure and promotion recommendations will be provided by all School faculty for tenure and promotion candidates within the School.
- Tenure and promotion candidates will be advanced within the College they are appointed.
- Tenure and promotion (and annual review) criteria for the School will be completed and approved by the Provost no later than January 1, 2013.
- Third-year reviews will be conducted using the new criteria beginning Spring 2014.
- Beginning in academic year 2015-16, all tenure and promotion candidates will be evaluated based upon the new criteria. In academic year 2013-14 and 2014-15, faculty will have a choice of whether to be evaluated based upon their previous departmental tenure and promotion policies and criteria or those developed and approved by the School's faculty. Faculty will elect the criteria on which they are evaluated for tenure and promotion within three months after the School criteria are approved. Tenure and promotion decisions will be made jointly by both Deans and require joint signatures

3.4.3 Annual reviews:

- Annual reviews of faculty and staff will be conducted using a common format agreed upon by the Deans and Director.
- Annual reviews will be based upon the new School criteria beginning in 2013.
- Annual reviews will be conducted by the Director. Program coordinators will participate in annual reviews of staff and provide input to the Director concerning the performance of faculty in their program area.
- Annual review ratings will align with performance across all School faculty, regardless of program area.
- Both Deans will meet with the Director to discuss annual reviews. Deans will jointly determine Dean's annual review ratings and submit to the Provost.

3.5 Students

- 3.5.1** Graduate and undergraduate students shall be reported for the School as a single academic unit.
- 3.5.2** Both College's Academic Programs Offices will be responsible for recruiting students into the collective academic programs comprising the School.
- 3.5.3** To the extent possible, School assessment plans, retention plans, and other academic policies should conform to both CAHNRS and CEA policies and processes. Academic policies require the signature of both Deans or their designee.
- 3.5.4** Recruiting materials will be developed to conform to both CEA and CAHNRS specifications.

3.6 Curricula

- 3.6.1** Curriculum is the purview of the School faculty. To every extent possible, curriculum will be developed to capture synergies and efficiencies of the integrated programs and emphasize the overarching concept of integrated design.
- 3.6.2.** Curricular issues will be jointly administered by both Colleges. Changes in curricula will require the approval of both Deans (or their designees).

3.7 Grant Submission and Indirect Costs

- 3.7.1** A faculty member may submit grants through either CEA or CAHNRS, with the underlying principle being submission will occur in the College where the PI's appointment resides.
- 3.7.2** Grants shall be approved by the Dean(s) from the College where the PI or co-PI is appointed.
- 3.7.3** In accordance with University policies, F&A and "credit" for grants and contracts shall be distributed according to the allocations noted on the REX form. F&A allocations shall be made in accordance with the distribution of administrative and facility costs incurred across the Colleges.
- 3.7.4** To the extent they are available, grant preparation and management resources residing in each College will be available to School faculty and administrators.

3.8 Reporting

- 3.8.1** Productivity measures such as undergraduate and graduate student numbers, student credit hours, certified majors, research proposals, publications, and grant funding resulting from the efforts of the School faculty will be acknowledged by both Colleges.
- 3.8.2** University reporting and assessment of productivity metrics shall be conducted for the School as a single academic unit.
- 3.8.3** Within one year following the initiation of the School, a set of benchmarks and 5-year milestones will be established by the faculty and approved by the Deans.

3.9 Support Services

- 3.9.1** An important benefit of joint-college administration is the sharing of support services and ability to take advantage of strengths residing in each college. In general, School faculty and administrators will have access to support services residing in both Colleges.
- 3.9.2** Development (fund raising) responsibilities will be shared by both colleges. Development activities will be coordinated by the Director, and conducted in collaboration with the CEA and CAHNRS Development Directors. To the extent possible, leadership in development activities will be conducted based upon program area (Architecture and Construction Management by CEA, Interior Design and Landscape Architecture by CAHNRS).
- 3.9.3** Information technology support (e.g., hardware/software support, web development and maintenance) will be provided by both Colleges and coordinated by the CEA and CAHNRS information technology directors.
- 3.9.4** Marketing and communication concerning School activities and accomplishments will be coordinated by the Director, in collaboration with both the CEA and CAHNRS marketing and communication directors.

4. MISCELLANEOUS PROVISIONS

- 4.1 Dispute Resolution.** All disputes arising under or in connection with this MOA and the Programs and activities implemented under it shall be addressed pursuant to the procedures described in this section.
 - 4.1.1** If a dispute arises under or in connection with this MOA, the colleges shall first attempt to resolve the dispute by informal discussions between the

Deans. If informal discussions by the Deans fail to resolve the dispute, the matter will be referred to the Provost for resolution.

4.2 Amendments. This MOA may be amended by mutual agreement of the two Deans.

4.3 Duration and Termination

4.3.1 Unless terminated, this MOA will remain in force for a period of five (5) years. After the initial five-year period, and at each five-year anniversary thereafter, this MOA may be renewed by mutual written consent.

4.3.2 Termination with Notice. Either of the Colleges may terminate this MOA by giving six (6) months' written notice to the other College.

4.4 Entire Agreement. This MOA and any attachments constitute the entire understanding between the colleges with respect to the formation of the School and supersedes any and all prior understandings and MOAs, oral and written, relating hereto. Any amendments hereof must be in accord with the following paragraph on "Amendments".

5. SIGNATURES

The Colleges have signed below to indicate their acceptance of the terms of this MOA, which shall be effective as of the date of the last signature.

Daniel J. Bernardo
Dean
College of Agricultural, Human, &
Natural Resource Sciences

Candis S. Claiborn
Dean
College of Engineering and
Architecture

Warwick M. Bayly
Provost