

Visiting Faculty Appointment Under Visiting Faculty Share Agreement

A visiting faculty share agreement is the standard method for appointing a distinguished visiting faculty member holding a position at another institution of higher education to a visiting appointment at the University of Richmond (UR).

Visiting faculty under a visiting faculty share agreement retain their appointment at their home institution while teaching at UR (host) for a set period of time. Unlike general visiting faculty, individuals under a visiting faculty share agreement are not considered employees of the UR. Thus, under a share agreement, the visiting faculty member will be offered a visiting appointment, not employment. The appointment will be contingent upon agreement by the visiting faculty member's home institution to the terms specified in the faculty share agreement. The home institution agrees to provide the services of the visiting faculty member to UR in accordance with the terms of the agreement.

The visiting faculty member will be in residence at UR and will perform teaching and other academic responsibilities as assigned to him/her. Under a visiting faculty share agreement, the salary offer from UR will normally be no more than 10% above the visitor's current base pay plus fringe benefits for services provided during the term of the appointment.

During the term of the appointment, the visiting faculty will remain, at all times, an employee of the home institution. UR will send payment to the visitor's home school. In turn, the home institution agrees to continue providing the visiting faculty member's salary and fringe benefits during the term of the visiting faculty share agreement, including but not limited to, retirement plans, health insurance, life insurance and worker's compensation. The home institution shall continue to be responsible for payroll taxes, withholding and reporting on behalf of the visiting faculty member.

The School Dean/Associate Dean will extend appointment offers to visiting faculty. Under no circumstance will a department chair or faculty member be permitted to extend (verbally or in writing) an invitation for a faculty appointment either through a visiting faculty share agreement or through the standard faculty appointment agreement.

Steps for Processing a Faculty Share Agreement Include:

- Step 1: Identify visitor and send proposal to the Dean for approval
- Step 2: Dean sends initial electronic invite to the visitor
- Step 3: Receive acceptance of electronic invite from visitor
- Step 4: Collect faculty and home institution information from visitor
- Step 5: Send Provost faculty appointment request form
- Step 6: Send faculty share agreement to home institution and conduct background check
- Step 7: Send final appointment letter to visitor
- Step 8: Send payment to visitor's home institution

Visiting Faculty Share Appointment Process

All terms will be contingent upon compliance with applicable UR policies and procedures and approval from the Dean and Provost. *See the attached descriptions of appointment terms and accounting compliance.*

Step #1 Identify visiting faculty member and send proposal to the Dean:

Associate Dean/Department Chair - no more than one year prior to the start of the visiting share appointment, unless authorized by the Dean in consultation with the Provost, the department chair will forward to the Dean a proposal to invite the identified faculty candidate to UR to provide services through a visiting faculty share agreement. The proposal to the Dean must include the following information:

- Short summary outlining the candidate's credentials
- Candidate's CV
- Candidate's current contact information (phone, e-mail, and address)
- Suggested dates of appointment
- Position title and position responsibilities
- Current salary
- Qualifies for a visiting faculty share agreement (home institution agrees to participate in a faculty share agreement)
- Does not qualify for a faculty-share agreement (retired and/or international candidates)

Other applicable terms:

- Living allowance using the approved per diem rate. Living allowance must comply with accounting guidelines – (see attached reference information)
- Flight/transportation rental allowance (international candidates)
- Research/travel funding for reimbursable research materials and travel
- Project funding specific to a particular project
- SEVIS fee (if applicable)
- Other (mileage in lieu of living allowance/shipping)

Step #2 Send Initial Electronic Invitation:

Dean and/or Associate Dean – Upon final review and approval of the appointment terms, the Dean and/or Associate Dean will send the shared visiting faculty member an electronic invitation outlining the terms of the appointment no more than one year prior to the start of the appointment unless authorized by the Dean in consultation with the Provost. *See attached template.*

Step #3 Receive Electronic Acceptance of Invitation:

Visitor responds back to the Dean with acceptance of the invitation for appointment.

Step #4 Collect Appointment Information From Shared Visiting Faculty Member:

Send the following forms to the visitor to be completed and returned to the Dean's office. (Applicable if under a visiting faculty share agreement.) *See attached forms:*

- Home institution contact information form – (Provides administrative contact information needed for approval to proceed with visiting faculty share agreement ninety days or less prior to the start of the appointment.)
- Database Information Form.
- Background Investigation Authorization Form.

Step #5 Send Provost Approval for Appointment:

- Send to Provost for position approval: appointment request form, CV, home institution contact information form, and initial email invitation from Dean with email acceptance from candidate.

Step #6 Send Visiting Faculty Share Agreement and Background Check 90 Days Prior to Visitor Appointment Date:

Visiting faculty share agreement must be completed and sent to the home institution at least 90 days prior to start of appointment.

- Using the home institution contact information, contact the home institution to obtain the visiting faculty member's current base salary and fringe information for the visiting faculty share agreement.
- Complete the visiting faculty share agreement master template using the approved terms approved by the Dean. If changes are made to the master template, the visiting faculty share agreement must be sent to UR's General Counsel, for review and approval prior to sending it on to the visitor's home institution.
- If you are using the template without any changes (other than filling in the blanks), then it is not necessary to have the document reviewed by UR General Counsel. *See attached template.*
- Send the completed visiting faculty share agreement to the visiting faculty member's home institution for review. If the home institution request changes to the visiting faculty share

agreement, UR General Counsel must review the changes and approve prior to obtaining final signatures from either party.

- Home institution will provide approval signatures and return the agreement to UR for signatures from the Dean and the Provost.
- Send completed visiting faculty share agreement to the Dean and Provost for approval signatures.
- Send copy of final/executed visiting faculty share agreement to the home institution financial officer. Also send a copy to UR General Counsel. Keep original in individual faculty file in the appropriate Dean's office.

Step #7 Send final appointment letter to visitor:

- Send the visiting faculty member an appointment letter on school letterhead acknowledging the final details of the appointment and visiting faculty share agreement between UR and home institution. Letter to be signed and returned by visiting faculty member. ***(See attached template for visiting faculty appointment with visiting faculty share agreement)***
- Send to Human Resources: copies of signed visiting faculty share appointment letter, signed visiting faculty share agreement, signed appointment request form, database information form, and background authorization form from candidate with a reminder to HR to complete the background check 90 days or less prior to the start of the appointment.

Step #8 Payment to Home Institution:

- Payment to home institution must be processed per the visiting faculty share agreement through a **check request**, within 30 days of receipt of an invoice from the home institution. Check Request/Payment to be approved by the AVP and Controller.

Reference Appointment Terms and Compliance

All terms will be contingent upon compliance with applicable UR policies and procedures and approval from the Dean and Provost. *See the descriptions of appointment terms and accounting compliance below.*

Visiting Faculty Share Agreement:

The visiting faculty share agreement is considered the University's standard approach when entering into an agreement to reimburse a home institution for a portion of a visitor's salary and benefit expenses. Under a visiting faculty share agreement model:

- A visiting faculty share agreement will be sent to the home institution's financial officer and/or Dean, at least **ninety days** prior to the start of the appointment.
- The visiting faculty member will remain an employee of their home institution.
- The home institution is responsible for continuing the visiting faculty member's salary and fringe benefits during their visit at UR.
- The faculty appointment will be contingent upon agreement by the visiting faculty member's home institution to enter into a visiting faculty share agreement.

Salary Offer:

- If the visiting faculty qualifies for payment under a visiting faculty share agreement, the salary offer will equal no more than 10% above the visitor's base pay and **fringe benefits** during the time of visitation. For compelling reasons, salary payment above 10% may be provided, but only upon the recommendation of the Dean and approval by the Provost. Additional pay beyond the visitor's home base salary and fringe benefits will be managed and distributed by the home institution.
- If the visiting faculty does not qualify for payment under a faculty-share agreement, the appointment will be processed through the standard visiting faculty appointment agreement at a reasonable salary rate to be determined by the Dean.

Living Allowance:

A living allowance may be offered as long as the funding source (endowment or other) is in agreement. Refer to the federal meal & incidental (M&I) per diems for the City of Richmond and Chesterfield/Henrico Counties:

<http://www.gsa.gov/portal/content/110007>

- A living allowance would apply only if the visiting appointment and the term of the appointment are under 12 months.

- A living allowance may be offered only if it is determined in relation to a standard per diem rate. Using the standard per diem rate, the amount of the living allowance can be determined and calculated based on the number of days the person will be living in Richmond. At UR, per diems are based on 120 days per semester.
- Following the standard per diem rate, the living allowance for **meals and incidentals** may be paid in one lump sum upon the visitor's arrival. The check request for meals and incidentals must be forwarded to the AVP and Controller, for approval.
- University may opt to pay the short-term apartment lodging expense directly to the housing agency if the costs are reasonable. (Does not include meals and incidentals)
- Living allowances may also be processed as reimbursements under the University's accountable plan, requiring receipts from the visiting faculty member for housing, food, and incidental living expenses.
- If the visitor is commuting between their permanent home and Richmond, a living allowance cannot be offered because the visitor is not incurring living expenses. Reasonable mileage reimbursement may be offered instead. A mileage log must be maintained by the visitor.

Living Allowances — Additional Considerations:

When the University retains visiting faculty under a share agreement, these individuals are considered independent contractors (IC) to the University – they are employees of their home institutions. As a result, some of the accountable plan rules are different for ICs than they would be for employees. For instance, the University can pay an IC the federal per diem for meals and incidentals under the accountable plan (meaning tax-free to the recipient), but can't pay a per diem under the plan for lodging expense. If the University did so, we'd need to report that amount on a 1099 at year-end. However, the University can reimburse an IC for lodging expense if it's properly receipted and it's a reasonable/necessary business expense. In that case, no 1099 reporting would be required.

The main points for IC/faculty share agreements as it relates to living allowances are as follows:

- Stipend-based arrangements (no receipts) — only amounts that are less than or equal to the M&I rate for the area in which the faculty member lives times the number of days of the semester can be considered tax-free. Amounts in excess of that would be 1099 reportable. Allowances paid for lodging would be reported on Form 1099 at year-end.
- Reimbursement-based arrangement (properly receipted) — ordinary and necessary business expenses for meals, incidentals and lodging can be reimbursed tax-free under the accountable plan. The University's standard travel and reimbursement policies would govern in this situation.
- Direct pay arrangements — the University can directly pay for a visitor's temporary housing expense as long as it is reasonable. The amounts would not be taxable /reportable to the visiting faculty member

Mileage:

- In lieu of a living allowance, a reasonable mileage reimbursement is offered only when relocation is not necessary and the visitor is commuting between their permanent home and Richmond. A mileage log must be maintained and attached to the check request when requesting reimbursement.

Flight and/or Automobile Transportation Allowance:

- Usually offered to international visitors under a standard visiting faculty appointment letter. Round-trip flight reimbursable with receipts to relocate to Richmond on a temporary basis for domestic and international visitors per the terms of the visiting faculty appointment letter and/or the visiting faculty share agreement. The Office of International Taxation must be notified when this is offered.
- Automobile allowance – Usually offered to international visitors as a taxable reimbursement through payroll. The Office of International Taxation must be notified if this is offered.

Research and Travel Allowance:

- Research Allowance — may be used for research materials and supplies, which may be purchased directly through the University or reimbursed in accordance with the applicable University's policies.
- Travel Allowance — may be used for travel to professional meetings and conferences in North America. Travel must comply with applicable University policies and procedures.

Moving Allowance:

- Allowances to move household goods will not be provided to temporary visitors. However, if a visiting faculty member needs to move books/equipment or other items that represent the tools needed to complete their job while visiting UR, a reasonable allowance to do so may be provided.

International Visitors:

- Please be aware that different tax and accounting rules apply to international visitors and the information in this document may not apply. It is best to consult with the International Taxation Officer at UR. See <http://provost.richmond.edu/faculty-resources/international-hiring.html> for additional information.

Standard Visiting Faculty Appointment Agreement:

General visiting faculties receive the standard visiting faculty appointment agreement and are employees of the University. In certain instances, a visiting faculty share agreement is not possible. In those cases the standard visiting faculty appointment agreement may be used.

Visiting faculty receiving the **standard visiting faculty appointment agreement** will receive pay and benefits directly from UR and will be considered an employee of UR.

Although visiting faculty share agreements should be considered the first option for paying a distinguished visiting faculty with an appointment at another institution of higher education, a **standard visiting faculty appointment agreement** may be used when:

- The visiting faculty member's **home institution declines to participate** in a visiting faculty share agreement.
- The visiting faculty member is an **international visitor**.
- The visiting faculty member is **retired, and/or does not have a home institution**.

Approved by Academic Cabinet, 6/10/13

-DRAFT-

Initial Email Invitation Template

Upon recommendation of the Department of _____, I am delighted to offer you a visiting faculty share appointment as the (visiting faculty title) at the University of Richmond beginning in (month, year). This appointment will be processed through a visiting faculty share agreement and you will remain an employee of (home institution) during your tenure with us.

The terms of your visiting faculty share appointment are as follows:

Salary: Under the University of Richmond Visiting Faculty Share agreement, the University of Richmond and the (home institution) will enter into an agreement pursuant to which the University of Richmond will reimburse (home institution) for your salary and benefit expenses during your appointment as a visiting faculty member. The visiting faculty share agreement will be sent to your home institution at least 90 days prior to the start of your appointment. During this 90-day time frame, your home institution will determine your salary amount and benefits. The salary offer from UR will equal no more than 10% above your current base pay plus fringe benefits.

Teaching Responsibilities: (A&S Example) As the (visiting faculty title) in the department of (_____), you will be expected to teach one course open to advanced undergraduates, present two lectures or organize a small conference, interact informally with faculty and students, and continue your program of research.

Living Allowance: *Refer to the faculty share agreement reference sheet regarding living allowance to determine which option you will offer.*

Mileage Allowance: *Refer to the faculty share agreement reference sheet.*

Research Allowance: \$_____ for reimbursement of research materials and supplies.

Travel Allowance: \$_____ for reimbursement to travel to one professional meeting/conference in North America.

Other offerings: *Refer to the faculty share agreement reference sheet.*

If you have any questions or concerns regarding the details specified above, please do not hesitate to contact me.

STEP 2 – Initial Email Invite from Dean

Please send me an email confirming receipt of this offer. Once we settle on the terms of this offer, my office will begin the next steps of obtaining additional information from you for our records and to help process the visiting faculty share agreement with your home institution.

I look forward to hearing from you soon.

Dean's Name

STEP 4 - Send after acceptance of electronic invite from visitor

University of Richmond
Home Institution Contact Information Request
Visiting Faculty Share Agreement

A visiting faculty share agreement is the standard method for appointing a visiting faculty member to a visiting appointment at the University of Richmond (UR).

Under the visiting faculty share appointment model, the visiting faculty member will be offered a visiting appointment (not employment) and the appointment will be contingent upon agreement by the visiting faculty member's home institution to the terms of the appointment specified in the visiting faculty share agreement.

A visiting faculty share agreement will be initiated by the University of Richmond and sent to the home institution at least 90 days prior to the start of the visiting faculty appointment.

In order to initiate contact with the appropriate officials at your home institution to work through the details of the visiting faculty share agreement, we ask that you please provide your home institution contact information and signatures and return this form within two weeks of the date received. Please mail back to the following University of Richmond contact person and address:

(To be filled in by each school)

Name of UR Contact: _____

UR Address: _____

UR Address: _____

Contact Information Requested:

Provost Name: _____

Title: _____

Email: _____ Telephone:_(____)_____

Dean Name: _____

Title: _____

Email: _____ Telephone:_(____)_____

Financial Officer Name: _____

Title: _____

Email: _____ Telephone:_(____)_____

**Visiting Faculty Share Agreement
Between
The University of Richmond
And
_____ (Visitor’s Home Institution)**

This Visiting Faculty Share Agreement (this “Agreement”) is made this ____ day of _____, 20__ (the “Effective Date”), by and between the University of Richmond, a private, non-profit institution of higher education located in Richmond, Virginia (“UR”), and _____(Home Institution)_____, a institution of higher education located in _____, _____ (“Home Institution”).
City State

Recitals

- A. UR seeks to have _____(the “Visiting Faculty Member”) provide teaching services in the University’s _____ Department in the School of _____ during the _____ semester and year.
- B. The Home Institution desires to make available the services of the Visiting Faculty Member under the terms and conditions of this Agreement.
- C. The Visiting Faculty Member, by signing this Agreement, acknowledges his/her consent to serve as a visiting faculty member at UR pursuant to the terms and conditions of this Agreement.

Now therefore, the parties agree as follows.

Terms

- 1. **Term.** The Visiting Faculty Member shall provide services at UR from _____ to _____ (the “Term”), unless this Agreement is sooner terminated as provided herein.
- 2. **Services Provided.** The Home Institution agrees to provide the services of the Visiting Faculty Member during the Term of this Agreement. The Visiting Faculty member will be in residence at UR and will perform such teaching and other academic responsibilities as UR assigns to him/her, under the direction of _____.
- 3. **Employment Status.** During the term of this Agreement, the Visiting Faculty Member will remain, at all times, an employee of the Home Institution and subject to the policies and procedures of the Home Institution. The Home Institution agrees to continue the Visiting Faculty Member’s salary and fringe benefits during the term of this Agreement, including, but not limited to, retirement plans, health insurance, life insurance, living allowances, and worker’s compensation. The Home Institution shall be responsible for payroll taxes, withholding and reporting on behalf of the Visiting Faculty Member. The parties agree that the Visiting Faculty Member shall not be considered an employee of UR for any reason and

shall have not claim against UR, under this Agreement or otherwise, for vacation pay, sick leave, retirement benefits, Social Security benefits, Worker’s Compensation, disability or unemployment insurance, or any other employee of any kind.

4. **Other Benefits.** The Home Institution acknowledges that, during the Term of this Agreement, UR shall provide the leased Visiting Faculty Member with a temporary housing allowance/stipend, _____, and such other benefits as UR typically provides to visiting faculty members. The details of such other benefits shall be specified in a letter of agreement between UR and the Visiting Faculty Member.
5. **Compensation to Home Institution.** UR shall pay the Home Institution the sum of \$_____ as consideration for the services of the Visiting Faculty Member. Such payment shall be made within 30 days of receipt of an invoice from the Home Institution.
6. **Indemnification.**
 - a. UR shall indemnify and hold harmless the Home Institution, its trustees, officers, and employees from any and all damages, claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorney’s fees), regardless of the outcome of such claims or actions, arising out of or relating to: (i) any negligent or wrongful act or omission of UR or its officers or employees and the Visiting Faculty Member while subject to the direction and control of UR under this Agreement; or (ii) any failure to perform any obligation undertaken by UR or its employees hereunder. Upon notice from the Home Institution, UR will resist and defend at its own expense, with legal counsel reasonably satisfactory to the Home Institution, any such claims or actions.
 - b. The Home Institution shall indemnify and hold harmless UR, its trustees, officers, and employees from any and all damages, claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorney’s fees), regardless of the outcome of such claims or actions, arising out of or relating to: (i) any negligent or wrongful act or omission of UR or its officers or employees, excluding the Visiting Faculty Member while subject to the direction and control of UR under this Agreement; or (ii) any failure to perform any obligation undertaken by the Home Institution or its employees hereunder. Upon notice from UR, the Home Institution will resist and defend at its own expense, with legal counsel reasonably satisfactory to UR, any such claims or actions.
 - c. The obligations of the parties under this Section 6 shall survive termination or expiration of this Agreement.
7. **Termination.**
 - a. This Agreement may be terminated at any time upon written agreement of the parties.

- b. Either party may terminate this Agreement without cause by delivering written notice to the other party at least ninety (90) days prior to the commencement of the Term of this Agreement.
- 8. **Trademarks, Service Marks, and Logos.** Unless there is written consent of the relevant party, neither party shall use the name or any substantive part of the name, the logo, symbol, trademark or service mark of the other party in any advertising, publicity, or publication, or otherwise make, use or sell material reflecting such rights, except to the extent it may be necessary to comply with any applicable laws or regulations.
- 9. **Notice.** Notice for purposes of this Agreement shall be deemed duly given when, in writing, personally delivered and receipt signed or when delivered by the United States mail, certified, postage prepaid, addressed to the party to whom the notice is being given and receipt signed. Notice for the purpose of this Agreement shall be sent to the following persons:

If to UR:

Terri Weaver
University of Richmond
School of Arts and Sciences
28 Westhampton Way
University of Richmond, VA 23173

If to Home Institution:

- 10. **Entire Agreement.** This Agreement supersedes all earlier agreements between the parties and contains the final and entire Agreement between the parties with respect to the subject matter hereof and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained, unless contained in a written executed amendment of this Agreement signed by all parties.
- 11. **Severability.** Should any provision(s) of this Agreement be invalid, unlawful, or unenforceable, this shall not affect the validity of any other provision(s) of this Agreement to the Agreement as a whole.
- 12. **Governing Law.** This Agreement shall be construed and enforced under the laws of the Commonwealth of Virginia, excluding her choice of law provisions, and it shall be construed in a manner so as to conform with all federal, state, and local laws and regulations.
- 13. **Compliance with Applicable Laws.**
 - a. The parties agree to comply with applicable laws, regulations, rulings, and standards and amendments thereto, of all entities that regulate, license,

STEP 6 – Send after Provost Approves Position

govern and/or accredit the parties, including, but not limited to, federal, state and local governmental entities.

- b. In the event there are changes to or clarifications of federal, state, or local statutes, regulations or rules that may materially affect the operations of either party including but not limited to the tax-exempt status of either party, the parties agree to examine this Agreement and to renegotiate any applicable provisions to accommodate the changes in the law.

14. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. **Headings.** Headings used in this Agreement are solely for the convenience of the parties and shall be given no effect in the construction or interpretation of this Agreement.

16. **Waiver.** No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date first written above.

UNIVERSITY OF RICHMOND

THE “Home Institution”

By: _____
Kathleen Roberts Skerrett, Ph.D.
Dean
School of Arts & Sciences

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

By: _____
Steve Allred
Provost and Vice President
for Academic Affairs

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

STEP 6 – Send after Provost Approves Position

VISITING FACULTY MEMBER ACKNOWLEDGEMENT:

By signing below, I indicate my agreement to serve as a Visiting Faculty Member at the University of Richmond for the Term indicated in Section 1, above, pursuant to the terms and conditions of this Agreement and any other written agreement between UR and me.

_____ (Signature)
(insert Name of Visiting Faculty Member)

Date: _____