

Faculty Senate Action Item

Date: April 30, 2008

Number: 08-07

Subject: Substitution of the previously approved language regarding joint appointments in place of the translation that currently exists in the Faculty Handbook.

Rationale:

On the next page appears the language approved by the General Faculty on May 9, 2002 regarding a Faculty Handbook Statement on Joint Faculty Appointments. Between the General Faculty meeting and the presentation of the issue to the Board of Regents, this statement was translated by the administration into other language which now appears as I-K of Section II. University Policy on Faculty Tenure of the Faculty Handbook. Although the new language is congruent with the original, the problem is that the translation is not as thorough and leaves open grey areas, such as whether one petition or two petitions may be presented. It also addresses how benefits are to be handled.

The recommendation is that the original language be reinstated as I. under section II., replacing sections I-K. This (1) rectifies the modification of the General Faculty's action, (2) provides needed clarification, (3) does not conflict with language on joint appointments added to the University By-Laws at the same time, (4) rectifies the rather odd splitting of one topic across 3 divisions (I-K) of Section II.

Financial Implications: None

Requested Action: Approval by the Faculty Senate, General Faculty, President Farley, and the Washburn University Board of Regents

Originated by: Lee Boyd, NSD representative to the Faculty Senate, and Chair of the CAS Resources Committee at the time this statement on joint appointments was drafted

Faculty Handbook Statement for Joint Faculty Appointments
Approved by the General Faculty on May 9, 2002

The University recognizes that joint appointments are an appropriate strategy for filling one full-time position. If a joint appointment is mutually agreeable to the individuals and the University, the following general principles shall apply.

The two members will share the teaching, research and service components of the appointment. On an individual basis, the quantity of teaching, research and service will be less than what is expected of a full-time faculty member, however the quality of the work performed by each member must be comparable to that expected of a full-time faculty member. Responsibilities should be balanced on an annual basis except by special agreement between the two members and the department.

The joint appointment carries particular advantages and liabilities making it not precisely equivalent to regular appointments. For the third year review and for evaluation for promotion and merit, each member should be reviewed individually but in the context of the nature of the appointment. A joint petition may be prepared, but it should clearly state the accomplishments of each individual. The evaluation and recommendation will be applied to each member individually, and both must be deemed deserving in order to be promoted or receive merit. In evaluation for tenure the same consideration should occur so that each of the two individuals will be considered separately. Separate tenure decisions will be reached, but in the context of the joint appointment. The two members will be reviewed during the same year for tenure. Affirmative tenure decisions must be reached for both members or neither will receive a tenure contract.

If for any reason one of the members of the joint appointment is not offered a renewal of contract, or is unable or unwilling to continue the responsibilities of the position before tenure has been granted, the other member will be eligible to apply for the full position. If the department and the Dean are in agreement as to the appointment of the other member, that appointment will occur without consideration of other candidates. If there is a disagreement between the Dean and the department, there will be an advertised search for the best qualified candidate and the remaining member is eligible to apply for the position.

Once tenure is granted for both members, should either member thereafter be terminated for cause, or be unable or unwilling to fulfill the obligations of the position, the other member will be offered the full-time tenured position. If the remaining member is unable or unwilling to assume all duties of the full-time position by the start of the next academic year, tenure shall terminate for both members and a search shall be conducted to fill the vacant position. Should a new, full-time position in an area of the members' expertise become available, one or both individuals occupying the joint position may apply for the full-time positions.

Each member of this joint appointment will receive an individual contract. Each member will receive half of the full-time compensation for the position. Both of the members sharing the full-time jointly-held appointment shall be entitled to benefits otherwise accruing to full-time faculty members. Among these are:

- Academic and Sweet Summer Sabbaticals (to be shared).
- Retirement (each receiving benefits based on their individual salary).
- Life insurance (each insured based on their individual salary).

- Group Health insurance (each receiving full benefits by paying half the premium, the other half to be paid by the University: or, if family coverage is desired, one member of the couple will be the holder of the family policy and have the premium deducted from his/her monthly pay. The university-paid portion of the premium for this coverage will be the single coverage premium amount plus a percentage of the family coverage premium based upon the annual FTE salaries of both members.)
- Tuition waiver for children of either participant.

Note: The faculty benefit of short-term and long-term disability insurance will not be available to faculty members sharing jointly-held appointments due to insurance company regulations requiring full-time employment.

II. University Policy on Faculty Tenure

A. The awarding of tenure to a faculty member is a critical point in the member's relationship with Washburn University. Tenure is a means to certain ends; specifically: (1) freedom of teaching and research and of extramural activities and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom, economic security, and tenure are indispensable to the success of Washburn in fulfilling its obligations to its students and to society. Not only does tenure recognize the worth of the individual and that person's contribution to the University community, but tenure and the promotion process are the means by which the quality of the faculty is maintained and improved. The added prestige and recognition that promotion and tenured status, based on the standards below, confer on an individual are essential to the morale and lustre of Washburn's faculty and the University.

B. The review of candidates for tenured appointments, beginning at the departmental level and moving through the channels of the University levels, must at all stages be careful, deliberate, and searching if the standards of excellence to which Washburn aspires are to be attained. The same considerations apply to recommendations for promotion in rank.

C. Criteria for tenure and promotion traditionally have been and continue to be teaching, research and community and professional service. The award of tenure must take into account any prior service credited but will be based largely on evidence of achievement since joining the Washburn faculty. Promotion and tenure are never automatic. They must be earned.

D. After an appropriate length of employment in academic duties by the University, full-time members of the faculty shall be eligible for tenure in an academic discipline offered at Washburn, signifying that their services are of such quality as to merit continuing appointment; and, if granted tenure, their employment thereafter shall be terminated involuntarily only for cause as provided in [section Three, V](#) of the *University Faculty Handbook* or in Article V, sections 8 and 9 of the University Bylaws. The President and the Board shall determine if a leave of absence or a faculty exchange is to be used as part of the required length of service.

E. Beginning with appointment to the rank of full-time instructor or a higher rank, the probationary period at Washburn University shall not exceed seven years. At least four of these seven years must be at Washburn as a full-time instructor or higher rank. Up to three years credit may be granted, by written agreement, for full-time service at other institutions of higher education. The initial employment contract of every full-time faculty member will indicate that member's maximum probationary period at Washburn University.

F. Faculty tenure in an academic discipline may be granted at any time by action of the Board of Regents upon recommendation by the President. The recommendation by the President shall be made after review of the recommendation by the Dean, who shall have consulted with his/her Major Academic Unit's CPT.

G. Administrators and faculty members not previously holding tenure shall not be granted tenure in any administrative capacity, tenure being confined to specific academic disciplines offered by Washburn University. Serving in an administrative capacity shall not deprive a faculty member of retaining or acquiring tenure in an academic discipline, such as Professor of Education, Associate Professor Business Administration, etc.

H. Except for persons sharing a tenure-track joint faculty appointment described in subsection I. below, faculty members employed part-time, or as teaching assistants, visiting faculty or lecturers are not eligible for tenure.

I. When deemed appropriate by the Vice President for Academic Affairs an advertised full-time tenure track faculty position may be split into two half-time positions and persons otherwise qualified to fill such position may be appointed to share it as a joint faculty appointment. Beginning with appointment to instructor or a higher rank in a joint faculty appointment position, the probationary period at Washburn University shall not exceed seven years. Such probationary period for each of the two persons in a joint faculty position shall be identical and stated in their respective initial employment contracts with the University. At least four of the seven years probationary service must be at Washburn at the rank of instructor or higher. Up to three years credit may be granted to both appointees, by written agreement, for full-time service by each as teaching faculty at other institutions of higher education. Joint faculty appointees in a tenure track position may be eligible to petition for tenure and promotion in accordance with the procedures identified by the appropriate academic unit for full-time faculty members; provided, however, that tenure will only be awarded to any person sharing a joint faculty appointment in the event (a) both individuals in such joint faculty position petition for tenure in the same year of review; and, (b) both individuals are deemed to fulfill all of the requirements for tenure. In the event one of the individuals does not petition for tenure or one of the two is deemed not to fulfill all of the requirements for tenure, both will be given notice of non-reappointment and their employment will terminate upon the expiration of their probationary period. The property right granted by the award of tenure is the continuation of employment as a half-time faculty member which may be terminated for cause under section 8 of Article V of the University By-Laws or as provided in subsection K. below.

J. In the event one of the persons appointed to a joint faculty appointment is non-renewed, terminated for cause or voluntarily terminates employment, such event shall be deemed cause for the termination of the remaining individual's employment at the end of the then current academic year. However, such individual shall be eligible to apply for any vacant faculty position at the University for which she/he is qualified. Except as provided in the preceding sentence, persons in a joint faculty appointment shall have the same rights of non-reappointment of non-tenured full-time faculty stated in Section 6.f of Article V.

K. In the event tenure has been awarded to both individuals in a joint faculty appointment and one is terminated for cause or otherwise is unwilling or unable for any reason, except for a reason which may be provided such individual by operation of law, to fulfill the obligations of his/her half-time position in such appointment, the remaining half-time appointee shall be offered the duties and functions of the full-time faculty position. If the remaining individual is unwilling or unable, except for a reason which may be provided by operation of law, to accept the full-time faculty duties of the position, then his/her unwillingness or inability to serve shall serve as the occurrence of the condition subsequent and cause for the termination of such individual's employment at the end of the then current academic year.