

## 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 assistant professor or a higher rank, the probationary period at Washburn University shall not exceed six years. At least three of these six years must be at Washburn as a full-time assistant professor 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.

1. Negotiated Time. By written agreement at the time of hire, a tenure-track faculty member may be granted up to three years credit for full-time service at other institutions of higher education. The probationary period will consist of the number of negotiated years combined with the number of years at Washburn University required to complete a total of six years. The faculty member is required to petition for tenure in the last year of the probationary period. If the petitioner is unsuccessful at the end of the probationary period, the petitioner will be issued a terminal contract.

2. Petition Prior to Completion of Probationary Period. A tenure-track faculty member may determine after consultation with his or her department chair and/or dean to petition for tenure prior to the completion of the six-year probationary period. An early petition may occur only one time and after all university and unit requirements for time of service have been completed, usually during the fourth or fifth year of the probationary period. If the petitioner is unsuccessful, it does not preclude the completion of the remainder of the probationary period and a subsequent application for promotion and tenure within the six-year probationary period, unless otherwise specified in the original hiring contract.

3. Extension of Probationary Period. Because extenuating events sometimes occur and prohibit a tenure track candidate from successfully making progress toward completing the teaching, scholarship, and/or service standards established by departments and schools for tenure, tenure-track candidates may appeal for an extension to the mandatory tenure review date indicated in the original hiring contract (normally this is in the 6th year of service at Washburn but shorter review periods are sometimes negotiated). Such an extension may be granted in the following situations:

- A. Giving birth or providing care for a dependent child.
- B. The placement with the employee of a child for adoption or foster care.
- C. A serious health condition that makes the employee unable to perform the essential functions of his/her job.
- D. To care for a family member (e.g., spouse, partner, child, parent) with a serious health condition.
- E. Death of a family member (e.g., spouse, partner, child, parent).
- F. Divorce.
- G. A substantial change in the employee's assigned area(s) of responsibilities.
- H. For qualifying exigencies arising out of the fact the employee or employee's spouse/partner is called to the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority.

Other extenuating circumstances may be considered as well. Any individual who wishes to pursue an extension as a reasonable accommodation under the ADA should contact the Equal Opportunity Director.

Requests will be directed to the Dean of the individual's area and copied to the Vice President for Academic Affairs. The Dean will consider, among other factors, whether the circumstances are unusual for a typical tenure-track candidate in his or her particular department and the candidate's pattern of successful progress prior to the extenuating circumstances. In the event that the original request is denied, the candidate may request a review from the Vice President for Academic Affairs.

Alteration of the tenure clock during the probationary period is typically limited to two, one-year delays with the exception of qualifying exigencies pertaining to extended military duty.

Timing of the request: If the circumstances warranting the tenure review extension occur prior to the mid-term review, the request for an extension must be submitted at the time of the midterm review and a recommendation made as part of the mid-term review. In all other instances, the request form must be submitted no later than the first day of the Spring semester preceding the year of mandatory review.

F. All members of the department/area committee who initially review an application for tenure or for promotion must hold at least the academic

standing (tenure/rank) to which the candidate is applying. A minimum of three (3) faculty members must constitute the committee reviewing a file. Academic units may set a higher minimum. In situations where there are not enough faculty holding the proper credentials in the candidate's area, committee members holding faculty status outside the area of the candidate may be designated by the normal processes used to designate these committees.

G. 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.

H. A petitioner may provide updates regarding SUBMITTED materials mentioned in the original petition (e.g., grants; submitted articles) at any time in the review process. So reviewers further in the process can evaluate accurately whether any updates would or would not change that decision, committees and individuals reviewing the petition are encouraged to specify clearly what contributed to a negative decision.

I. 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.

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

K. When deemed appropriate by the Vice President for Academic Affairs a full-time faculty position may be split into two half-time positions and faculty individuals otherwise qualified to fill such a position may be appointed to share it as a joint faculty appointment. The two faculty 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 faculty member must be comparable to that expected of a full-time faculty member. Responsibilities for teaching, research, and service should be balanced on an annual basis except by special agreement between the two faculty members and the department.

Beginning with the appointment to assistant professor, or a higher rank in a joint faculty position, the probationary period at Washburn University shall not exceed six years. Such probationary period for each of the two faculty members serving in a joint position shall be identical and stated in their respective initial employment contracts with Washburn University. At least three of the six years of probationary service must be at Washburn University at the rank of assistant professor or higher. Up to three years credit may be granted to both faculty members by written agreement, for full-time service by each as teaching faculty at other institutions of higher learning. Faculty members appointed to joint tenure track positions may be eligible for tenure and promotion in accord with the procedures for full-time faculty members outlined in Article V sections 6-7 of the Washburn University Bylaws, and in section III below. A joint petition may be presented by the two faculty members appointed to a joint position, but it should clearly state the accomplishments of each

faculty member in teaching, scholarship, and service; however, each may choose to present his or her own petition.

The evaluation and recommendation will be applied to each faculty member individually, and both must be deemed deserving in order to be promoted or receive merit. In the evaluation for tenure, the same consideration should occur, so that each of the two faculty members will be considered separately. Separate tenure decisions will be reached, but in the context of the joint appointment. Tenure or promotion will only be awarded to the faculty member sharing a joint faculty appointment in the event that both: (a) petition for tenure and/or promotion in the same year of review; and, (b) are deemed to fulfill all of the requirements for tenure and/or promotion in rank. In the event one of the faculty members 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 Article V, section 8 of the University By-Laws, or as provided in subsection L. below.

Each faculty member serving in a joint appointment position will receive an individual contract. Each faculty member will receive half of the full-time compensation for the position.

The faculty members sharing the full-time jointly held appointment shall be entitled to benefits otherwise accruing to full-time faculty members, if eligible pursuant to conditions established by the provider, and based on the individual faculty member's actual salary. These faculty would also be eligible for Academic and Sweet Summer Sabbaticals (to be shared).

L. 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 of the University By-Laws.

M. 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.