

Tenure Buyout Policy

Adopted
September 1, 2016

Tenure is a faculty status that fosters an environment of free inquiry without regard for the need to be considered for reappointment. Tenure is reserved for Regular Faculty who are recognized by the University as having the capacity to make unique, significant, and long-term future contributions to the educational mission of the University. Tenure is not a reward for services performed. Instead, it is a contract right granted to faculty in accordance with Chapter 304 of the Faculty Handbook.

Like any contract right, tenure may be surrendered voluntarily, in return for benefits, or otherwise. Solely as set forth in this Tenure Buyout Policy (the “Policy”), and only at the election of the faculty member, the University will provide certain benefits to a faculty member in return for the surrender of tenure.

All benefits for surrender of tenure are calculated based on the date that the faculty member surrenders tenure, rather than on the date the faculty member applies for benefits under this Policy.

Minimum Qualifications

In order to qualify for benefits in return for the surrender of tenure under this Policy, a faculty member:

1. Must hold tenure and be eligible for retirement from Marquette University as defined in UPP 4-18 or its successor.
2. Must be actively engaged, and be capable of continuing, as a full-time member of the Regular Faculty throughout the entirety of the academic year in which the faculty member provides notice of intent to surrender tenure under this Policy and each subsequent academic term covered by the agreement to surrender tenure. Death, long-term disability, sabbatical leave, or personal leaves of absence are not within the definition of being “actively engaged, and capable of continuing, as a full-time member of the Regular Faculty.”
3. Cannot hold any full-time employment at Marquette University following the date on which the faculty member surrenders tenure, except as approved by the Provost.
4. Must, to obtain Immediate Benefits for the surrender of tenure at the end of a fall academic term, apply for benefits under this Policy by 4:30 p.m. on February 1 of the *calendar* year in which the faculty member intends to surrender tenure under this Policy. To obtain either Immediate Benefits or Phased Benefits for the surrender of tenure at the end of an academic year, the faculty member must apply for benefits under this Policy by 4:30 p.m. on December 1 of the *academic* year during which the faculty member intends to surrender tenure under this Policy (immediately for Immediate Benefits and in the future for Phased Benefits). If February 1 or December 1 falls on a Saturday or Sunday,

the application deadline shall be the following Monday. If a faculty member applies for benefits for surrender of tenure under this Policy after the applicable deadline, the Provost shall have the sole discretion to approve or deny the application, following consultation with the appropriate Chair and Dean.

The faculty member must apply for benefits for the surrender of tenure under this Policy using one of the two application forms included in Appendix A-1 (for Immediate Benefits) or Appendix A-2 (for Phased Benefits) to this Policy. The faculty member must deliver the completed application to the Office of the Provost, Zilber Hall, Suite 448, by the applicable deadline.

Applications submitted more than seventy-five (75) days prior to the applicable due date will not be considered. Once submitted, applications may not be withdrawn by the faculty member. In addition, submitted applications shall be treated as a waiver of the University's obligation to tender a letter of appointment to the faculty member as a full-time Regular Faculty for the academic year(s) following the academic year in which the faculty member provides notice of intent to surrender tenure under this Policy, unless the faculty member's application is denied by the Provost in accordance with this Policy.

5. Must sign a Resignation and Release in the form set forth in Appendix B-1 (for Immediate Benefits), Appendix B-2 (for Phased Benefits, Option One), or Appendix B-3 (for Phased Benefits, Option Two), as appropriate, and approved by the Marquette University Office of the General Counsel.

Benefits for Surrender of Tenure

Eligible faculty members may receive Immediate or Phased Benefits under this Policy, each of which are explained below.

Immediate Benefits

Faculty members who are eligible and elect to receive Immediate Benefits under this Policy will receive a cash payment in return for surrender of tenure as set forth below. ***The Office of the Provost will calculate these cash payments based on the faculty member's age and salary at the time of surrender of tenure***, rather than on the date the faculty member applies for benefits. Immediate Benefits shall be paid to eligible faculty members as set forth in the Resignation and Release attached as Appendix B-1.

Age of Faculty Member	Amount of Cash Payment
68 or less	100% of Salary
69-70	25% of Salary
71 or more	5% of Salary

Salary means the base salary listed on the nine- or twelve-month contract that the faculty member received during the academic year in which the faculty member applies for benefits under this Policy, except as set forth below and discussed in UPP 4-21 or its successor.

- For administrators who also hold academic rank and tenure, Salary means the base faculty salary that the administrator received prior to accepting the administrative appointment, plus the cumulative average salary percentage increase awarded to the individual in the years during which the faculty member served as an administrator. The Provost may increase this amount, after consultation with the faculty member's immediate supervisor, based on merit as prescribed in other applicable policies.
- Fringe benefits, stipends, and compensation attributable to any administrative appointments are not included in Salary.

Phased Benefits

Faculty members who are eligible and elect to receive Phased Benefits may choose from one of the two options set forth below. ***Faculty members are eligible to receive Phased Benefits under this Policy if they are 68 or less on the date that they apply for such benefits under this Policy.*** However, as detailed below, Faculty members should note that the cash payment under Option One of the Phased Benefits is calculated based on the faculty member's age at the time of surrender of tenure (i.e., at the end of the one-year phased transition period) and salary received during the academic term prior to the one-year phased transition period.

Faculty members who elect Phased Benefits will, by signing a Resignation and Release in the form set forth as Appendix B-2 (Option One) or B-3 (Option Two), as applicable, commit to surrendering tenure upon the completion of the phased transition period. ***However, the faculty member will retain tenure throughout the phased transition period.*** During the Phased transition year(s), faculty members shall receive a stipend for health benefits in an amount equal to the University's contribution to the Preferred Provider Organization (PPO) family health insurance plan, which in 2016 was \$16,320.

It is the responsibility of faculty members seeking Phased Benefits under this Policy to initiate discussions with their Chairs or Deans concerning the duties and responsibilities that will be assumed under the resulting faculty contract. Faculty members are free to initiate those discussions at any time mutually convenient to the faculty member and the Chair or Dean, either before or after the submission of an application conforming to Appendix A-2 of this Policy. Faculty members may, but are not required to, submit a written description of the duties and responsibilities to be assumed under the resulting faculty contract and approved by the department Chair and Dean at the time that Appendix A-2 is submitted. If not provided by the faculty member at the time Appendix A-2 is submitted, the faculty member's Dean must provide an agreed-upon description of the faculty member's duties and responsibilities to the Office of the Provost no later than March 1 of the academic year in which the faculty member provides notice of intent to surrender tenure under this Policy.

If the agreed-upon description is not provided, or if the Provost does not approve the agreed-upon description, the faculty member, Chair, and Dean will be notified in writing of the disapproval. Notwithstanding any other time limit set forth in this Policy, the faculty member shall then have ten (10) days from the date of receipt of the notice of disapproval to submit a

revised agreed-upon description of duties and responsibilities to the Office of the Provost. If the Provost does not approve the revised agreed-upon description, the Provost will revise the description appropriately and provide a copy of the revised description to the faculty member, Chair, and Dean. In all cases, the Provost shall have final say on the adequacy of the description. If the faculty member rejects the Provost's revisions, the faculty member shall retain tenure and shall be tendered a letter of appointment to the full-time Regular Faculty for the following academic year, or the faculty member may elect to change his or her application to an application for Immediate Benefits.

Phased Benefits shall be paid to eligible faculty members as set forth in the Resignation and Release attached as Appendix B-2 (Option One) or B-3 (Option Two).

Option One: One-Year Phased Transition. Faculty members may complete **half work for half pay** during the Spring and Fall semesters of one full, regular academic year. At the end of the one-year phased transition, faculty members will receive a cash payment in return for surrender of tenure as set forth below.

Faculty members selecting Option One of the Phased Benefits will receive a faculty contract in the form set forth as Appendix C-1 to this Policy. Pursuant to that faculty contract, the faculty member's Salary during the one-year phased transition shall equal fifty percent (50%) of the faculty member's Salary during the academic year in which the faculty member applies for benefits under this Policy.

The Office of the Provost will calculate a faculty member's cash payment based on the faculty member's age at the time of surrender of tenure (i.e., at the end of the one-year phased transition period) and salary received during the academic term prior to the one-year phased transition period.

Age of Faculty Member	Amount of Cash Payment
68 or less	100% of Salary
69-70	25% of Salary
71 or more	5% of Salary

Salary means the base salary listed on the nine- or twelve-month contract that the faculty member received during the academic year prior to the one-year phased transition period, except as set forth below and discussed in UPP 4-21 or its successor.

- For administrators who also hold academic rank and tenure, Salary means the base faculty salary that the administrator received prior to accepting the administrative appointment, plus the cumulative average salary percentage increase awarded to the individual in the years during which the faculty member served as an administrator. The Provost may increase this amount, after consultation with the faculty member's immediate supervisor, based on merit as prescribed in other applicable policies.
- Fringe benefits, stipends, and compensation attributable to any administrative appointments are not included in Salary.

Faculty administrators must return to exclusively teaching, research, and faculty service duties and responsibilities as set forth in the resulting faculty contract or other duties as agreed upon in writing by the faculty member and the Provost.

Option Two: Two-Year Phased Transition. Faculty members may complete **half work for full pay** during the Spring and Fall semesters of two full, regular academic years.

Faculty members selecting Option Two of the Phased Benefits will receive a faculty contract in the form set forth as Appendix C-2 to this Policy. Pursuant to that faculty contract, the faculty member's Salary during the two-year phased transition shall equal one hundred percent (100%) of the faculty member's Salary during the academic year in which the faculty member applies for benefits under this Policy. ***Faculty members selecting Option Two of the Phased Benefits are not eligible for a cash payment in return for surrender of tenure following the two-year transition period.***

Salary means the base salary listed on the nine- or twelve-month contract that the faculty member received during the academic year prior to the two-year phased transition period, except as set forth below and discussed in UPP 4-21 or its successor.

- For administrators who also hold academic rank and tenure, Salary means the base faculty salary that the administrator received prior to accepting the administrative appointment, plus the cumulative average salary percentage increase awarded to the individual in the years during which the faculty member served as an administrator. The Provost may increase this amount, after consultation with the faculty member's immediate supervisor, based on merit as prescribed in other applicable policies.
- Fringe benefits, stipends, and compensation attributable to any administrative appointments are not included in Salary.

Faculty administrators must return to exclusively teaching, research, and faculty service duties and responsibilities as set forth in the resulting faculty contract or other duties as agreed upon in writing by the faculty member and the Provost.

Amendments to and Interpretations of this Policy

The Provost or the Provost's successor reserves the right to amend, modify, or terminate this Policy at any time and in his or her sole discretion, provided that all previously given written commitments from the Provost or the Provost's successor to provide benefits to individual faculty members under this Policy shall continue to be honored. The Provost will make the final decision on all interpretations of this Policy.