

## **Benefits for Surrender of Tenure Policy**

Adopted and Published June 4, 2012

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; it is a contract and property 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 Benefits for Surrender of Tenure 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.

### 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 term in which the faculty member provides notice of intent to surrender tenure under this Policy plus the following fall or spring academic term. Death, short-term or long-term disability, sabbatical leave, personal leave of absence, or any other leave granted from regular teaching and research duties at any time prior to the date of surrender of tenure is not within the definition of being “actively engaged in, and capable of continuing, as a full-time member of the Regular Faculty.”
3. Cannot hold any full-time employment during the twelve-month period following the date on which tenure is surrendered.
4. For retirement with Full Retirement Benefits at the end of a fall academic term, the faculty member must apply for benefits under this policy no later than 4:30 PM on February 1 of the calendar year in which faculty member intends to surrender tenure, and for retirement either with Full Retirement Benefits or with Phased Retirement Benefits at the end of an academic year, must apply for benefits under this Policy no later than 4:30 PM on December 1 of the academic year during which the faculty member provides notice of intent to surrender tenure under this Policy, using one of the two forms set forth as attachments to this Policy. If February 1 or December 1 falls on a Saturday or Sunday, the deadline shall be the Monday immediately

following. The application must be delivered to the Office of the Provost, Zilber Hall, Suite 448, by the deadline. In order to be valid, the election must be in one of the two forms set forth in this Policy in Appendix A-1 or Appendix A-2. If a faculty member applies for benefits under this Policy after the date due, any further consideration of the application shall be in the sole discretion of the Provost, following consultation with the appropriate Chair and Dean. Applications submitted more than seventy-five (75) days prior to the applicable due date will not be considered, except where the Provost has disapproved a timely application for Phased Retirement as described below. Requests for benefits may not be withdrawn by the faculty member and shall be treated as a waiver of the University's obligation to tender a letter of appointment to the faculty member as a member of the Regular Faculty for the academic year 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 for Phased Retirement Benefits is denied by the Provost in accordance with this Policy.

5. Must sign a Resignation and Release in a form as set forth in Appendix B-1 or Appendix B-2, as appropriate, and approved as to form by the Office of General Counsel, as well as any accompanying documentation required as a result of the nature of the benefits to be received, and return the document to the Office of the Provost within fourteen (14) days of receipt of the Resignation and Release by the faculty member from the Office of the Provost.

#### Benefits for Surrender of Tenure

Benefits available to faculty members receiving benefits under this Policy are either Full or Phased. Full Retirement Benefits under this Policy are available to all faculty members who are qualified for benefits in return for surrender of tenure as set forth in this Policy. Phased Retirement Benefits are available only to those faculty members who are qualified for Full Retirement Benefits under this Policy, who have elected to be considered for Phased Retirement Benefits, and have been notified in writing by the Provost of their entitlement to receive Phased Retirement Benefits.

#### Full Retirement Benefits

Full Retirement Benefits consist exclusively of cash payments as set forth in this Policy. The cash payments are determined by the age of the faculty member in full number of years on the date of retirement, as follows:

<b>Age of Faculty Member</b>	<b>Amount of Cash Payment</b>
64 or less	100% of Salary
65-67	75% of Salary
68-70	50% of Salary
71 or more	40% of Salary

Salary means the base salary listed on the nine- or twelve-month faculty contract that the faculty member received during the academic year in which the faculty member provides notice of intent to surrender tenure under this Policy, except as set forth below.

- For administrators who also hold academic rank and tenure, Salary means the base salary equivalent to the faculty salary that the administrator received prior to accepting the administrative appointment, plus the cumulative average salary percentage increase awarded to faculty 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 part of Salary.

Full Retirement Benefits shall be paid to eligible faculty members as set forth in the Resignation and Release.

#### Phased Retirement Benefits

Phased Retirement Benefits consist of a letter of appointment in the form set forth in Appendix C to this Policy. The faculty member's Salary under the letter of appointment shall equal fifty percent (50%) of the faculty member's Salary in the academic year in which the faculty member provides notice of intent to surrender tenure under this Policy plus \$14,400. Under no circumstances do faculty members, Chairs, or Deans have any authority to negotiate higher or lower amounts. During the second and third years of the appointment, the faculty member shall be eligible for merit increases in Salary under the same terms and conditions that apply to all other University employees during such years.

Faculty administrators must return to exclusively teaching, research, and faculty service duties and responsibilities as set forth in the letter of appointment.

It is the responsibility of faculty members seeking Phased Retirement Benefits under this Policy to initiate discussions with their Chairs or Deans concerning the duties and responsibilities that will be assumed under the resulting letter of appointment. They 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 letter of appointment 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 to the Office of the Provost an agreed-upon description of the faculty member's duties and responsibilities 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 an application for Full Retirement Benefits. If the faculty member elects to do so, the application shall be granted in accordance with the Full Retirement Benefits section of this Policy. Otherwise, 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.

Only one of Appendices A-1 or A-2 may be submitted in the first instance for any individual faculty member. If Appendix A-1 is used, then Appendix B-1 must also be used. If Appendix A-2 is used, and the application is not disapproved, then Appendices B-2 and C shall be used.

#### Changes

The Provost or his or her 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 his or her successor to provide benefits to individual faculty members under this Policy shall continue to be honored.