

Tenure Buyout Policy
Adopted September 1, 2016
Amended June 19, 2019
Amended November 10, 2021

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, be eligible for retirement from Marquette University as defined in UPP 4-18 or its successor, and retire in the month of May or June, depending on whether the faculty member is on a 9-month or 12-month contract.
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, disability leave, sabbatical leave, and 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. Must have served a minimum of 10 consecutive years as a Regular Marquette faculty member (includes tenured academic administrators) at the time of surrender of tenure.
4. Cannot hold any full-time employment at Marquette University following the date on which the faculty member surrenders tenure. Part-time employment is limited to one course per semester or the equivalent clinical hours. Exceptions must be approved by the Provost.

5. Cannot hold employment as a tenured faculty member at another institution either during the 12 months after separating from the university in the case of the [Immediate Benefits](#) option or during the time period in which the faculty member remains employed at Marquette in a lesser role through the [Phased Benefits](#) option.

Application Process

1. To obtain benefits for the surrender of tenure, the faculty member must first submit an inquiry form to confirm eligibility to apply under this Policy. The inquiry must be submitted by 4:30 p.m. on November 10, and the application must be submitted by 4:30 p.m. on November 15 of the calendar year *preceding* any actions (either Immediate or Phased). If November 10 falls on a weekend, the inquiry will be due at 4:30 p.m. the next business day. If November 15 falls on a weekend, the application deadline will be 4:30 p.m. the next business day. If a faculty member applies for benefits for surrender of tenure under this Policy after the application deadline, the Provost will have the sole discretion to accept the application in extraordinary circumstances, following consultation with the appropriate Department Chair, if any, and Dean.
2. The faculty member must submit an inquiry and apply for benefits for the surrender of tenure under this Policy using the forms shown in Appendix A. These are [DocuSign forms](#) (electronic forms that permit signing and sending electronically) that begin with an inquiry and lead to the actual application. The faculty member's completed application must be submitted by the November 15 deadline. A faculty member's notice of future resignation does *not* constitute application for benefits under this policy.
3. The Office of the Provost will provide notice to the deans regarding faculty who have submitted an application for benefits for surrender of tenure within 10 days after the application deadline.
4. Applications submitted more than seventy-five (75) days prior to the November 15 date will not be considered. Once submitted, applications may not be withdrawn by the faculty member. In addition, submitted applications will 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.

Benefits for Surrender of Tenure

Eligible faculty members may receive benefits under this Policy based on the faculty member's 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 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 additional appointments are not included in Salary.

The two options available are Immediate Benefits or Phased Benefits, 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 will be paid to eligible faculty members as set forth in the Resignation and Release attached as shown in Appendix B-1.

Age of Faculty Member at Time of Surrender of Tenure	Amount of Benefit
62-67	75% of Salary in lump sum payments
68 or more	5% of Salary in lump sum payments

Phased Benefits – Two-year Phased Option

Faculty members who are eligible and elect to receive Phased Benefits may choose the option described below. *Faculty members are eligible to receive Phased Benefits under this Policy if they are 62 to 67 years of age on the date that they surrender tenure.*

Age of Faculty Member at Time of Surrender of Tenure	Amount of Benefit
62-67	75% of Salary each year plus subsidy for applicable medical, dental, and vision insurance coverage upon meeting criteria

Faculty members choosing this option must teach two three-credit courses per semester in exchange for 75% pay during the Fall and Spring semesters of two full, regular academic years. Faculty members will be under no obligation to complete work related to either service or research. In rare cases where an alternative workload makes more sense for both the faculty

member and the university, the Provost may consider exceptions. For consideration of alternative workload within Phased Benefits, the faculty member must work with their Department Chair, if any, and Dean for approval before submitting to the Provost. In all cases, the Provost will make final determinations on the adequacy of the alternative workload.

The faculty member's Salary during the two-year phased transition period will equal seventy-five percent (75%) of the faculty member's Salary during the academic year in which the faculty member applies for benefits under this Policy. ***Faculty members selecting the Phased Benefits option are not eligible for a cash payment in return for surrender of tenure following the two-year phased transition period.***

Faculty members who elect Phased Benefits will, by signing a Resignation and Release in the form shown in Appendix B-2, commit to surrendering tenure **upon the completion of the phased transition period.** ***The faculty member will retain tenure and voting rights throughout the phased transition period and until they separate from the university.***

During the Phased transition period, eligible faculty members will receive a subsidy that may be applied to the cost of Marquette's Medical, Dental and Vision plans. This subsidy will be equal to the amount of the university's employer contribution to the faculty member's selected Medical, Dental and Vision plans in effect at the time the faculty applies for Phased Benefits.

Phased Benefits will be paid to eligible faculty members as set forth in the Resignation and Release shown in Appendix B-2.

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 at 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 will continue to be honored. The Provost will make the final decision on all interpretations of this Policy. Only the Provost may make exceptions to this Policy. The Policy will be reviewed every three to five years, with the exact timing determined by the Provost.

Surrender of Tenure – Step 1: Inquiry

This Inquiry is a required step that precedes the actual surrender of tenure. The Office of the Provost will use this Inquiry to verify eligibility and provide information on what you will receive in benefits should you surrender tenure. You will then receive the formal Application for Benefits for Surrender of Tenure, which is due by the deadline (November 15). This Inquiry must be made using your Marquette email.

This is NOT the Application for Benefits for Surrender of Tenure.

Tenured Faculty Information

Name:

Email Address:

Faculty Rank:

End date of my current contract:

Number of years that I have served as a regular faculty member:

School / College:

Department

Date of Birth:

Provost Review

DOB on file:

Adjusted start Date:

End Date of Current Contract:

Salary:

For Immediate Benefits

Meets 10 consecutive years as of [planned surrender date]

Meets UPP 4-18 as of [planned surrender]

Total Retirement Score: (Age + Years Full Time Service) \geq 70?

Cash payout in return for surrender of tenure:

For Phased Benefits

Meets 10 consecutive years as of [end of current contract]

Meet UPP 4-18 as of [planned surrender]

Total Retirement Score: (Age + Years Full Time Service) \geq 70?

75% of salary:

Subsidy towards the cost of health insurance, dental and vision benefits:

APPENDIX A
Application for Benefits for Surrender of Tenure

I hereby irrevocably elect to accept Benefits for surrender of tenure as set forth in the Tenure Buyout Policy of Marquette University dated November 10, 2021 (the "Policy"), subject to approval of the letter of appointment by me, my Chair (if applicable), my Dean and the Provost.

Full Legal Name:

Faculty Rank:

End date of my current contract:

School / College:

Department:

Date of Birth:

Home Address:

I elect the following option (check one):

- Immediate Release effective on _____ . My tenure surrender date is _____
- Phased Release where I will teach two three-credit courses during the Spring and Fall semesters of two full, regular academic years starting _____ . My tenure surrender date is _____

By my signature below, I certify that:

1. I have read the Policy and agree to adhere to all of its terms, conditions, and requirements.
2. To the best of my knowledge, I meet all of the qualifications to apply for Benefits as set forth in the Policy.
3. Contingent upon the approval of my application for Benefits, upon my tenure surrender date, I hereby waive and surrender any and all right, title, or interest that I have or may have in tenure. Further, upon my tenure surrender date, I do hereby surrender and transfer my tenure rights to Marquette University.
4. Upon approval of this Application by the Provost, I will execute the Resignation and Release tendered to me by the Office of the Provost within fourteen (14) days of receipt. I understand that, if I do not execute the Resignation and Release in a timely fashion, I will not be entitled to Benefits under the Policy. I also understand that once I submit this Application, I cannot withdraw it, and the University is not obligated to tender me an offer of appointment as a full-time member of the Regular Faculty for the next upcoming academic year.

Tenured Faculty Member:

Accepted by the Office of the Provost



APPENDIX B-1

Resignation and Release for Immediate Benefits

I hereby irrevocably resign my current position at Marquette University in Milwaukee, Wisconsin,

Name: full legal name

Residing in the state of [state]

Current position title

Of Subject

In the College / School Name

effective as of [effective date above] for the following considerations.

I will receive a gross payment of [TenureBuyOut]

less taxes and withholdings as required by law for the release of my tenure rights.

I will receive this payment in two (2) separate equal installments, the first payable by June 30 and the second payable on or about January 31 (or the next business day thereafter) of the following calendar year respectively.

These payments will not be eligible for the Marquette matching contribution to the 403(b) retirement fund.

Upon my last date of employment, all other benefits, except those specifically identified in this document and those offered generally to Marquette retirees, will cease. I understand and agree that retiree benefits are offered by Marquette under other written policies and that receipt of any retiree benefits is contingent upon my eligibility under the applicable policies. I understand and agree that Marquette reserves the right to modify or terminate the retiree benefits offered by Marquette from time to time. I will be allowed to select, at my cost, any available retiree health, dental and vision plans offered by Marquette during each year’s annual enrollment period until I am eligible for Medicare.

Further, I hereby release and forever discharge Marquette University, its officers, trustees, employees, successors and assigns, from all actions, causes of action, claims and demands whatsoever, based upon tenure rights, contract of employment or related in any way to my employment by the University. I further acknowledge that this Resignation and Release is subject to the Tenure Buyout Policy dated November 10, 2021 as amended.

I further acknowledge that no additional promise or agreement has been made as consideration for this Resignation and Release and that my signature has not been induced by any representatives of the parties released, or anyone on their behalf. This Resignation and Release contains the entire agreement relating to my resignation and surrender of tenure.

IN WITNESS WHEREOF, the parties have executed this Agreement as of

Faculty Member:

MARQUETTE UNIVERSITY
Office of the Provost

Residing at:



APPENDIX B-2
Resignation and Release for Phased Benefits

I hereby irrevocably resign my current position at Marquette University in Milwaukee, Wisconsin,

Name: full legal name

Residing in the state of [state]

Current position title

Of Subject

In the College / School Name

effective as of [effective date above] on the following basis:

- A.** I will teach two three-credit courses per semester during the Fall and Spring semesters for two full, regular academic years

Year one Starting: [start date] Through: [Yr1 End date]

Year two Starting: [start date] Through: [Yr2 End date]

In exchange, I will be paid an annual salary of: \$(amount)

- B.** I will receive a stipend for my medical, dental and vision benefits:

Amount of the stipend: \$(amount) per month.

I will receive no additional stipend payments after [Yr2 End date]

- C.** For the release of my tenure rights:

I will receive the annual amount of (amount) for a total of (amount)

Payable over two full, regular academic years, the period of [start date] through: [Yr2 End date]

I will receive no additional payments after [Yr2 End date].

I will receive the amounts in Sections A, B and C in accordance with university payroll practices and less taxes and withholdings as required by law. The salary amount in Section A will be eligible for the Marquette matching contribution to the 403(b) retirement plan.

The tenure buyout and stipend amounts in Sections B and C will not be eligible for the Marquette matching contribution to the 403(b) retirement fund. The amounts will be my total compensation for the release of my tenure rights, and I will receive no additional payments after May [or June] XX, 20XX.

Resignation and Release for Phased Benefits

Upon my last day of employment, all other benefits, except those specifically identified in this document and those offered generally to Marquette retirees, will cease. I understand and agree that retiree benefits are offered by Marquette under other written policies and that receipt of any retiree benefits is contingent upon my eligibility under the applicable policies. I understand and agree that Marquette reserves the right to modify or terminate the retiree benefits offered by Marquette from time-to-time. I will be allowed to select, at my cost, any available retiree health, dental and vision plans offered by Marquette during each year's annual enrollment period until I am eligible for Medicare.

Further, I hereby release and forever discharge Marquette University, its officers, trustees, employees, successors and assigns, from all actions, causes of action, claims and demands whatsoever, based upon tenure rights, contract of employment or related in any way to my employment by the University. I further acknowledge that this Resignation and Release is subject to the Tenure Buyout Policy dated November 10, 2021, as amended.

I further acknowledge that no additional promise or agreement has been made as consideration for this Resignation and Release and that my signature has not been induced by any representatives of the parties released, or any anyone on their behalf. This Resignation and Release contains the entire agreement relating to my resignation and surrender of tenure.

IN WITNESS WHEREOF, the parties have executed this Agreement as of

Faculty Member:

MARQUETTE UNIVERSITY
Office of the Provost

Residing at: