

**UNIVERSITY OF MASSACHUSETTS**  
**TENURE DEFINITION POLICY**

**WORCESTER**

**I. PREAMBLE**

The following tenure policy shall apply to all tenured faculty members at the University of Massachusetts Medical School, including those in clinical departments who are jointly employed by the University and by UMass Memorial Medical Group or other affiliated clinical organization approved by the Dean, and those who are employed by the University but who are “leased” to UMass Memorial Medical Group or such other affiliated clinical organization approved by the Dean. These provisions also apply to faculty who receive their salaries exclusively from the Howard Hughes Medical Research Institute and/or from other research funding agencies.

Once approved by vote of the Board of Trustees, this policy will supersede any other campus policies that relate academic performance to salary. This policy will serve as the only avenue for addressing proposed reductions of salary based on reduction in academic performance. Changes to this policy may only be made by a vote of the Board of Trustees after review by the Faculty, the Faculty Council and the Executive Council, consistent with the governance documents for the Worcester Campus.

**II. DEFINITION OF TENURE**

Tenure at the University of Massachusetts Medical School is the right of continuous employment in an academic position subject to dismissal or suspension only for just cause. This award is an acknowledgement that a faculty member has achieved academic excellence. Those who receive this award are guaranteed academic freedom within the defined mission of the Institution.

**III. PRIVILEGES AND RESPONSIBILITIES OF TENURE**

Since tenure ensures continuous employment in an academic position with a provision of a sufficient level of economic security to make the profession attractive to men and women of ability, it carries with it an obligation for continuing high levels of performance in the areas of research/scholarly activity, teaching and service. Faculty performance will be formally reviewed on an annual basis and documented in annual faculty reports. In addition, tenured faculty will undergo periodic multi-year reviews that assess faculty performance over a longer time interval, usually seven (7) years, as detailed in the policy on multi-year reviews (Doc. T00-045; Periodic Multi-Year Review of Tenured Faculty). Tenure removal shall only be implemented after demonstration that just cause exists and after extensive campus review as detailed in Doc. T99-049 (Faculty Dismissal Policy) and any subsequent amendments or revisions describing the process for dismissal and removal of tenured faculty at the Worcester campus.

#### IV. TENURE PROVISION

At the University of Massachusetts Medical School, tenure provides “full academic salary,” except as described in sections VI and VII. For a tenured faculty member who derives no income from clinical activities, full academic salary is his/her total salary less any additional salary for administrative duties.

For a tenure faculty member who derives compensation from clinical revenues, full academic salary is defined as the average salary of all tenured basic science faculty of the Medical School at the same rank, or his/her total salary, whichever is lower. Any additional compensation of clinical faculty related to clinical practice and/or clinical administrative services shall be determined by activity in these areas, relative to expectations defined in clinical department compensation plans, and would not be part of the tenure provision.

Full academic salaries cannot be decreased except by procedures outlined in this document or in a Board of Trustee-approved retrenchment document.

It is the Department Chair’s responsibility to assure that tenured faculty members have the opportunity to pursue research activities subject to the financial constraints of the Medical School.

#### V. ASSESSMENT OF ACADEMIC PERFORMANCE

Faculty who are awarded tenure are expected to remain active, fully contributing members of the institution. However, it is recognized that faculty interest/abilities may change over time; and that at some point in their academic careers, faculty may wish to redirect their academic efforts. Changes in faculty activities must be discussed with the Department Chair to ensure that they are consistent with departmental and institutional missions. However, such changes would not necessarily adversely affect the individual’s status as a full-time tenured faculty member. Many types of academic activity fulfill the expectation is simply that the overall level of performance of the faculty member could be reasonably construed as constituting a full-time effort.

Department Chairs (and/or the Division Chief, Center Director or Program Director responsible for faculty salary recommendations) are expected to meet annually with each of their employed faculty to evaluate their academic performance and to discuss goals for the next year. Department Chairs (and/or the relevant administrator) must provide the faculty member with a written assessment of his/her academic accomplishments and contributions as well as written suggestions for improving performance in a timely manner.

Criteria considered relevant for assessment of academic performance shall include the following:

- a). **Research:** Consideration will be given to innovation and the extent of effort toward research goals, quality and quantity of research completed by the investigator; publications in peer-reviewed journals; special awards for research; invited presentations at national and international meetings; publication of reviews, books and book chapters; gathering of data; funded grants and contracts; and the submission of grants.
- b). **Education:** Education can occur in a variety of settings including formal lectures, seminars, student conferences, one-on-one teaching of students at various levels, development of new curricula and/or development of educational policies. Faculty must record their teaching activities and maintain files containing student and/or peer assessments of their teaching performance. Chairs are expected to acquire and forward any available teaching evaluations to faculty on a yearly basis.

- c). **Service:** Service will include administrative responsibilities performed for the Medical School or the Department, including membership on University committees, service as committee chairman or other officer, oversight of research cores and other specified administrative responsibilities, as well as service as members of study sections, editorial boards, professional organization, and as journal referees.

## **VI. PROCESS FOR SALARY REDUCTIONS**

This section is to be invoked for a tenured faculty member who is persistently performing his/her academic duties at such a minimal level (but not at a level sufficient for “just cause” for dismissal) that his/her current salary can no longer be justified. Moreover, it is to be invoked only after all reasonable efforts to raise the faculty member’s performance have been exhausted. It is not to be invoked to limit the faculty member’s academic freedom, to address the fiscal concerns of the Department, Campus, or University; or to allow a Chair and/or other faculty member to punish or eliminate faculty members who are not going in research directions they would prefer. Moreover, it can only be invoked if, in addition to failing to raise his/her performance, the faculty member refuses to accept a buy-out of his/her tenure status. The intent is that this process should be invoked rarely. The Vice Chancellor for Faculty Administration will report to the Faculty Council, on a semiannual basis, the number of faculty who have received notice from their Chairs that their performance has been unsatisfactory and the number of faculty undergoing reduction in salary.

As mentioned above, it is reasonable to expect that faculty performance may change over time. It is also recognized that during periods of transition/refocusing some faculty may be unable to contribute at the level that would be expected for a full-time tenured faculty member. Such faculty would be given a reasonable period of time (three (3) years) to accomplish this transition. However, at the end of this period, the Department Chair may take a more active role in assigning tasks to faculty (increased administration, increased teaching and/or increased clinical activity), and/or he/she may recommend a change in faculty status (i.e., faculty may be offered a tenure buy-out, detailed below, or a change from full-time to part-time status) such that the faculty member could contribute at the expected level. In such a case, the Department Chair should notify the faculty member that he/she might be subject to salary reduction if such performance continues for another year. At the time of such warning, the Department Chair shall offer to buy out such faculty member’s tenure status as outlined in section VI.

If performance continues to be poor for a fourth year and the individual has chosen not to accept a tenure buy-out, the Department Chair may conclude that it is appropriate to initiate the process for salary reduction. This process would only be considered if the academic performance of a tenured faculty member had been below what could reasonably be considered a full-time effort for a period of four (4) or more years, as evidenced by four (4) or more poor performance reviews in a six (6) year period; and if he/she had received written notice in each of those years that his/her performance was below acceptable levels. Once initiated, the process for salary reduction shall proceed as follows:

1. The Chair will meet with the faculty member and provide a detailed written explanation as to the nature of the proposed changes and the reasons for the proposed changes. Such changes may include a change in work assignments, a reduction in percent effort, retirement, tenure buy-out (see below) or a reduction in salary.

2. If the faculty member concurs with the proposed changes, the said changes will be implemented immediately. Both parties will attest to the suitability of this arrangement by signing a written agreement describing the proposed changes. If the faculty member disagrees with the proposed changes, however, he/she is entitled to request that the Chair's decision be reviewed by his/her Departmental Personnel Action Committee (DPAC). Such request must be made in a timely manner. For the purposes of this policy, the DPAC shall consist of all tenured faculty members in the affected faculty member's department, with the exception of the Chair and the affected faculty member. The DPAC will inform both the faculty member and the Chair of its decision in writing. If the parties do not agree after review by the DPAC, either is entitled to have the Vice Chancellor for Faculty Administration convene the Tenure Committee to review the case. Details for such subsequent review will follow the process delineated in the Faculty Grievance Procedure (Doc. T88-038A) except that the Tenure Committee will serve as the official grievance committee on these matters. This process shall be initiated by providing a written request to the Vice Chancellor for Faculty Administration within a reasonable period of time after conclusion of the DPAC review. The Tenure Committee review would include an assessment of all documentation supporting persistent poor faculty performance, the written opinion of the DPAC relative to this performance, and information detailing the steps that had been taken by the Department to help the faculty member function at the expected level for a tenure faculty member. The faculty member must have the opportunity to respond at each level of evaluation. [Note: Strict timelines have not been provided for the various steps in this process, however, all parties should endeavor to act in a timely manner].
3. If salary reductions are approved by this process, they shall be implemented incrementally as follows. The first year that the Chair recommends a reduction based on performance, the academic salary may be reduced to a level that is 92% (ninety-two percent) of the faculty member's academic salary as established in the last year before such notice was given, or (for clinical faculty members) to a level that is 92% (ninety-two percent) of the average tenured basic science salary at rank at UMMS. This reduction would be effective immediately following final adjudication by the Vice Chancellor for Faculty Administration. Faculty who are recommended for a reduction in salary based on performance will be reviewed by the Chair, DPAC, Tenure Committee and Vice Chancellor for Faculty Administration one (1) year after its implementation to determine whether or not additional adjustments are required. If the faculty member's overall academic performance substantially improves within the year following a reduction, the salary shall be restored to at least its original level. However, if the performance continues to be poor for a second year, the salary may be reduced to 83% (eighty-three percent) of the faculty member's original academic salary or, for clinical faculty members, to a level that is 83% (eighty-three percent) of the averaged tenure basic science salary at rank at UMMS. If, after going through the same review process, performance continues to be poor for a third year, the salary may be reduced to 75% (seventy-five percent) of its original level. However, salaries cannot be reduced below a level equal to 75% (seventy-five percent) of the average tenured basic science salary at rank at UMMS. Faculty with salaries that are already below this level would be unaffected by this policy, as would faculty who had already been subjected to these salary reductions.

### **Tenure Buy-out:**

A faculty member agreeing to a tenure buy-out shall resign his/her tenure and receive a five-year contract in the following amounts: For the first year, an amount equal to 160% (one hundred sixty percent) of the faculty member's academic salary as established in the last year before such notice. For the second year, an amount equal to 70% (seventy percent) of the faculty member's academic salary as established in the last year before such notice. For the third through fifth years, an amount equal to 50% (fifty percent) of the faculty member's academic salary as established in the last year before such notice. The faculty member may resign without prejudice any time during this (5) five-year period.

## **VII. ALTERNATIVE POLICY OPTION FOR TENURED AND TENURED-TRACK FACULTY APPOINTED ON OR BEFORE THE DATE OF TRUSTEE APPROVAL**

All faculty who are tenured, and those who are on the tenure track as of the date of Trustee approval will be offered the option of accepting the tenure definition described in sections I-VI above or of accepting either an option providing full and highest salary for a fixed tenure term, or a second option recognizing the faculty members who may prefer the current ambiguity to the alternatives provided here.

### **Tenure-for-Term Option**

The period of employment during which full academic salary is ensured is limited to twenty-five (25) years from the receipt of tenure. At the end of this term, faculty shall receive a multi-year contract [not less than two (2) nor greater than five (5) years in length] at a salary level that is negotiated with the Department Chair. Disagreements as to contract terms are subject to the Medical School's faculty grievance policy, or by agreement of the parties, to binding arbitration. Such arbitration is to be conducted consistent with the rules for arbitration established by the American Arbitration Association. Such contracts may be renewed or changed by mutual agreement between the faculty member and the Chair. Faculty who were granted tenure on or before the date that this document is approved by the University Board of Trustees shall have a tenure term limit that is adjusted for the time that the individual has already held tenure [i.e., twenty-five (25) years minus the time since tenure was granted or five (5) years, whichever is longer]. Note: Full academic salary is as defined in section IV above.

The aforementioned for-term tenure provisions embody an expectation that each faculty member continues to make substantive academic contributions to the medical school on an annual basis such that his/her total contributions could reasonably be construed as a full-time effort. If faculty contributions are below acceptable standards for a period of three (3) or more years, Department Chairs may request approval of the Vice Chancellor for Faculty Administration to offer to buy out such faculty member's remaining tenure status. Such requests will not usually be approved if there are less than eight (8) years remaining on the faculty member's tenure term. This buy-out is described at the end of section VI.

### **Status Quo Option**

The development of this tenure policy was intended to bring clarity to the definition, application and economics of tenure status for faculty employed by the University as well as for faculty who are now employed by UMass Memorial or by the Howard Hughes Medical Research Institute. In this process it became evident that the faculty and the Medical School administration had differing views as to whether or not a specific salary level had been adopted as the economic basis for tenure, and that some faculty might wish to retain their rights to pursue their interpretation. Such faculty may elect to continue under the tenure policy as it exists prior to the adoption of this policy. Both the University and such faculty member reserve their rights under this option to pursue their pre-existing interpretation of the economic provisions for tenure.

## **VIII. TIMING FOR OPTION SELECTION**

All tenured and tenure-track faculty members eligible for the alternatives provided above shall be given written notice of their options within thirty (30) days of the Board of Trustees approval of this policy. Any faculty member not electing an option within ninety (90) days of such written notice shall be employed under the provisions of section VI.