

Policy on Academic Freedom, Tenure and Retirement
of the Board of Trustees of Tufts University
Revised Policy

Academic Affairs, February 7, 2014
Board of Trustees, February 8, 2014

I. Academic Freedom and Tenure

Academic freedom is essential to the free search for truth and its free exposition and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental, not only to the advancement of truth but for the protection of the rights of the teacher in teaching and of the student to freedom in learning as well. It carries with it duties correlative with rights.

Tenure is a means to a certain ends, especially:

- (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.

II. Academic Freedom

- (a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but no regular activity for pecuniary return shall be engaged in without the approval of the university.
- (b) The teacher is entitled to freedom in the classroom in discussing his/her subject, but should be careful not to introduce into his/her teaching controversial matter which has no relation to the subject.
- (c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but the teacher's special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge the profession and the institution by his/her utterance. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesman.

III. Academic Tenure

- (a) Initial appointments of faculty members in schools in which tenure appointments may be given are ordinarily made for successive terms in a probationary period. At the end of such probationary period a full-time faculty member will, subject to the provisions of paragraph (d) of this section III, be granted an appointment with permanent or continuous tenure, unless he/she is notified in writing to the contrary prior to the beginning of the last year of the probationary period. Thereafter the services of the faculty member will be terminated only for adequate cause, or under extraordinary circumstances because of bona fide financial exigencies or program discontinuance or resignation or retirement.
- (b) The probationary period is hereby defined as seven (7) years of full-time service for the Faculties of Liberal Arts and Jackson, and Engineering, the Friedman School of Nutrition and Policy, and the Fletcher School of Law and Diplomacy provided, however, that it may be extended for a period not exceeding three years for a faculty member who at the time of employment did not have his/her Ph.D. or its equivalent, if the university and the faculty member agree in writing at the time of employment to such an extension; and the Friedman School of Nutrition Science and Policy. For the Dental School and the Basic Science Departments (i.e., Developmental, Molecular and Chemical Biology, Integrative Physiology and Pathobiology, Molecular Biology and Microbiology, and Neuroscience), of the School of Medicine, the probationary period is hereby defined as ten years of full-time service. In all schools in which tenure appointments may be given, except the Fletcher School of Law and Diplomacy, there may be credited as a part of such probationary period full-time service as a faculty member in all other institutions of higher education not exceeding three years in the aggregate unless the university and the faculty member agree in writing at the time of employment that a longer period of such service will be so credited.
- (c) Permanent or continuous tenure may be awarded by the university prior to the expiration of the probationary period.
- (d) In order to be eligible for permanent or continuous tenure a faculty member must:
 - (i) Be serving the university full-time as a faculty member.

In the School of Medicine, this is interpreted to mean strict full-time faculty members whose major professional commitment is to the Basic Science Departments of the School of Medicine and, where appropriate, to an affiliated institution, whose locus of

professional activity is at the school or affiliated institution and whose salary is guaranteed by the school.

- (ii) Have the unmodified rank of professor, associate professor, assistant professor, or instructor (except that of assistant professors and instructors in the Basic Science Departments of the School of Medicine, and assistant professors and instructors in the School of Dental Medicine shall not be eligible.) A faculty member whose title includes the words “of the Practice” will not be considered to have an unmodified rank.
- (iii) Have a full-time appointment on the faculty of any of the following:
 - (1) Liberal Arts and Jackson, and Engineering.
 - (2) Fletcher School of Law and Diplomacy.
 - (3) The Basic Science Departments (i.e., Developmental, Molecular and Chemical Biology, Integrative Physiology and Pathobiology, Molecular Biology and Microbiology, and Neuroscience), of the School of Medicine.
 - (4) School of Dental Medicine, unless the university and the faculty member of that School agree in writing that he/she is not eligible for permanent or continuous tenure.
 - (5) Friedman School of Nutrition Science and Policy.
- (e) During the probationary period a faculty member shall not be denied the academic freedom that all members of the faculty have.
- (f) In the case of a termination for a cause of appointment with permanent or continuous tenure, or a dismissal for cause prior to expiration of a term appointment, the faculty member concerned will be entitled to a hearing upon request. In such event, the faculty member shall be informed in writing before the hearing of the charges against him/her and shall have the opportunity to be heard in his/her own defense by all bodies that pass judgment upon the case. He/she will be permitted to have with him/her an advisor of his/her own choosing who may act as counsel. There shall be a full stenographic record of the hearing available to both the university and faculty member unless both the university and the faculty member waive the requirement. In the hearing of charges of incompetence, the testimony should include that of teachers and other scholars, either from his/her own or from other institutions. A faculty member having an appointment with permanent or continuous tenure who is dismissed for reasons not

involving moral turpitude shall receive his/her salary for one year from the date of notification of dismissal whether or not he/she is continued in his/her duties at the institution.

IV. Nonreappointments Not Involving Tenure

- (a) In all cases not involving Tenure where a full-time faculty member is not to be reappointed following one year or more of service, the university shall give written notice to the faculty member that he/she is not to be reappointed as follows:
 - (i) not later than March 1 of the first academic year of service in the university if the appointment terminates at the end of that year or, if the initial one-year appointment terminates during the academic year, not later than three months prior to the date of its termination.
 - (ii) not later than December 15 of the second academic year of service in the university if the appointment terminates at the end of that year or, if an initial two-year appointment terminates during an academic year, not later than six months prior to the date of its termination; or
 - (iii) not later than twelve months prior to the date of termination of an appointment if the appointment terminates subsequent to the completion of more than two years of service in the university.
- (b) Continuous term appointments for clinical faculty may be made in the Cummings School of Veterinary Medicine for periods of up to three years for Associate Professors and up to five years for Professors. Continuous term appointments are automatically extended each year for a period of one year. If a decision is made not to extend the appointment, the university shall give written notice to the faculty member that the term is not to be extended further not later than two years before the expiration of the term in the case of three year appointments and not later than four years before the expiration of the term in the case of five year appointments.
- (c) The provisions of this policy with respect to non-reappointment will apply to research faculty members, except that in each research faculty members' appointment letter, it will be specified that the individual is expected to obtain his or her full compensation and associated indirect costs through external grant or contract support. The appointment terminates at any time the full external support terminates or is reduced to a level which is insufficient to provide full compensation and associated indirect costs.

V. Academic Year

The academic year of the Faculty of Arts, Sciences, and Engineering, the College of Special Studies, the School of Dental Medicine, and the Friedman School of Nutrition Science and Policy is from September first through August thirty first. The academic year for the School of Medicine, the Fletcher School of Law and Diplomacy, and the Cummings School of Veterinary Medicine is from July first through June thirtieth.

VI. Emeritus Status

A faculty member who has retired may be considered for emeritus status upon recommendation of the respective dean, concurrence by the provost and president, and with approval by the Board of Trustees.