

**Texas Wesleyan University
Voluntary Phased Retirement**

Texas Wesleyan University's voluntary Phased Retirement Option (PRO), as described below, is available for eligible faculty members effective with the Fall 2008 Semester.

The PRO is voluntary. It is not an entitlement. Eligible faculty members must apply and receive approval as described in the "Application" section below. Requests may be denied or amended by the Provost based on University staffing requirements or other reasons.

Effective Date: Fall Semester 2008

Eligibility:

To be eligible, a faculty member must meet all of the following eligibility requirements as of the first day of the semester in which phased retirement will begin:

1. hold tenured faculty status;
2. be at least 60 years of age; and
3. have a minimum of 12 years of continuous service with the University as a full-time faculty member.

Options:

The following elections are available with respect to the PRO:

1. Eligible faculty members may request to reduce their teaching load by 50-75 percent per semester for the duration of the agreement. Salary shall be reduced accordingly. This is a one-time election and may not be amended.
2. Eligible faculty members may request either 2, 4 or 6 consecutive academic semesters (fall and spring) as the duration of their phased retirement period (PRO Period). A PRO Period may begin only on the first day of an academic semester (fall or spring).

Employment and all tenure rights shall continue until the conclusion of the PRO Period, at which time, the faculty member, if still employed, will retire and terminate employment.

Once the PRO Agreement (described below) is executed by an eligible faculty member and the University, the election to enter into phased retirement, the designation of the PRO Period and all other terms of the faculty member's PRO are irrevocable for the duration of the PRO Period, except upon written request of the

faculty member and approval by the Provost. During the PRO Period, the faculty member's employment status is still subject to termination due to misconduct, under terms of the *Faculty Handbook*, or the faculty member becoming unable to perform the essential functions of the job or death.

Benefits:

1. The eligible faculty member's health insurance benefit shall continue as if the faculty member's status remained full-time until the end of the PRO Period. Payment of premiums on the employee's behalf shall continue at whatever rate is paid for other full-time faculty members. The rate is subject to change during the course of the PRO Period.
2. Optional/employee paid benefits may continue during the PRO Period at the faculty member's expense.
3. Participation in the University's 401(a) and 403(b) retirement plan may continue during the PRO Period as if the faculty member's status remained full-time. However, the University's matching and universal contributions will be made on the reduced salary amount.
4. Distributions from any University retirement plan may be made only in accordance with applicable plan documents and all applicable IRS regulations. For purposes of these plans, entering into the PRO does not constitute termination of employment for the purpose of receiving benefits.
5. Other benefits, not addressed above, affected by compensation or employee status may be reduced by entering the PRO.

Application:

1. Absent exceptional circumstances, as determined by the Provost, at his or her sole discretion, application must be made in-writing through the Office of the Provost (with a copy to the appropriate Dean). Application for the requested PRO Period to begin with a Fall Semester must be made by October 31 of the preceding year. Application for the requested PRO Period to begin with a Spring Semester must be made by April 30 of the preceding year. The application must include the duration of the PRO Period, and the amount of reduction in teaching responsibilities requested during the PRO Period.

Exception: Application for Fall 2008 must be submitted by April 30, 2008.

2. Once the application is received, the Provost has 14 calendar days to respond to the applicant, in-writing, either approving or denying the application. A copy must be sent to the affected dean's office, and the Office of Human

Resources.

3. The faculty member has 21 calendar days after receipt of the Agreement and Release to decide whether or not to sign it. The faculty member may revoke the Agreement and Release within 7 calendar days after the date it was signed by providing written Notice of Revocation contained in the Agreement.
4. The Office of Human Resources will provide the eligible faculty member with a copy of the PRO Agreement and Release for the faculty member to sign within 5 calendar days of approval. The faculty member must then follow the policy as described in the previous paragraph and in the PRO Agreement and Release.

Other Stipulations:

1. Employment during the summer semesters while under the PRO Agreement will be subject to the agreement of the faculty member, the faculty member's Dean and the Provost. Summer teaching assignments are not guaranteed.
2. Upon completion of the agreed to PRO Period, the faculty member further agrees that his or her employment and tenure will automatically terminate effective as of the last day of the PRO Period. All benefits other than customary retirement benefits will also automatically terminate. Notwithstanding the foregoing, the PRO Period will automatically expire upon termination of the faculty member's employment with the University for any reason. The faculty member's responsibility to complete his or her academic duties such as grading course work, turning in grades and assisting in customary post-semester activities shall continue until all responsibilities are fulfilled.
3. Eligible faculty members in the PRO Period may, with 60 days written notice, voluntarily terminate their employment with the University at the end of any academic semester. If this option is taken, then the PRO Period shall automatically expire on the last day of such semester, the faculty member will have no vested rights in the PRO or in any employment rights or tenure rights with the University, and all benefits other than customary retirement benefits will automatically terminate on the last day of such semester.
4. The University will continue to provide eligible faculty members using the PRO with all rights and privileges, which are customarily extended to full-time tenured faculty, except for rights and privileges specifically limited or reduced by this policy. Eligible faculty members in the PRO may be eligible for salary increases at the Provost and faculty member's Dean's discretion.
5. Faculty members participating in the PRO are expected to follow all University policies and perform within acceptable standards, which pertain to all tenured full-time faculty.

6. It is the responsibility of the eligible faculty member to contact the Office of Human Resources to confirm that appropriate benefits are maintained during the PRO Period.
7. Faculty members participating in the PRO are not eligible for any other release time and must teach the number of classes contained in the PRO Agreement, absent extraordinary circumstances as determined by the Provost, at his or her sole discretion.
8. Faculty members participating in the PRO are not eligible for sabbaticals or other leaves of absence, excluding medical or disability leaves.
9. Faculty members participating in the PRO are not eligible for stipends, unless approved by the Provost.
10. Faculty members participating in the PRO are not eligible to hold department chairs or comparable positions. However, they may be required to serve on University faculty committees, advise students and perform other customary faculty responsibilities.
11. Faculty members who complete the PRO Period and terminate their employment with the University may be considered for adjunct positions through the customary adjunct hiring process. However, no continued employment opportunities with the University are guaranteed.
12. Requests for amendments to the policy will be considered through the Office of the Provost, and are subject to approval by the President and the Board of Trustees. Retroactive exceptions to the PRO are not allowed.
13. The University reserves the right to terminate or amend this phased retirement option at its sole discretion, at any time, with or without justification or notice.
14. Termination or amendment of the PRO will not affect an existing PRO Agreement and Release.