Overview of Phased Retirement Process and Terms

UTHSCSA Faculty with Tenure

Faculty members with tenure who are appointed at any University of Texas System (UTS) campus, including the University of Texas Health Science Center at San Antonio (UTHSCSA), have the option to enter into a specific Phased Retirement Agreement as their retirement vehicle. This Phased Retirement Agreement and process are the only means of retaining tenure while "phasing" through a series of part-time appointments into complete retirement.

I. Summary of UTHSCSA Phased Retirement (PR) Process
All required and related PR documents can be found through the following links:

- The 'Benefits Forms' section of the Human Resources website. Refer to the Retirement Forms at the bottom of the page.
- The School of Medicine Faculty Life website: ‘Faculty’ section, link to Faculty Retirement

a. Process for PR Packet Preparation and Approval:

- The PR Packet consists of 3 documents, listed below. Detailed steps for PR Packet completion can be found in the PR guide, entitled Phased Retirement Process Steps. Note: the following 3 documents must be completed in their entirety, plus any supporting documentation listed:
  1. Phased Retirement Agreement – fillable UTS-based UTHSCSA form
  2. Phased Retirement Attestation/Justification Memo – fillable template
  3. Faculty Appointment Form (FAF) – standard UTHSCSA form

b. Submission of the complete PR Packet:

- Follow the standard FAF process for review and approval by the respective Dean, the UTHSCSA Senior Executive Vice President and Chief Operating Officer, and the UTHSCSA Vice President for Academic, Faculty and Student Affairs.
- All PR Agreements are subject to final approval by the UTHSCSA President.

II. Terms and Conditions

- Eligibility: PR is only offered to tenured faculty.
- Contract - UTS Phased Retirement Agreement: The PR Agreement is a legal contract document approved for UTHSCSA use, specifying terms, such as:
  - (The faculty member) acknowledges having had at least twenty-one (21) days to consider the terms and was advised to consult an attorney of choice prior to executing the Agreement.’
  - ‘This Agreement is effective eight (8) days after the date executed’ and ‘may be revoked by delivering written notice of revocation to the office of the President of the University prior to five o’clock p.m. on the seventh day after execution’
  - ‘This Agreement may not be assigned by either party.’
  - ‘No prior or contemporaneous agreement, written or oral, shall have the effect of altering the terms.’
  - ‘No amendment to this Agreement shall be effective unless reduced to writing and signed by the parties.’

- Appointment Title Listings:
  - The faculty member’s academic title, rank and tenure in effect when entering PR shall remain unchanged during the full PR period.
  - The UTHSCSA Human Capital Management (HCM) system shall list the faculty member as ‘Retired’ when the faculty member selects the ‘retire at the PR start date’ option.
  - The UTHSCSA Human Capital Management (HCM) system shall list the faculty member as ‘Part-time’ when the faculty member selects the ‘retire at the PR end date’ option.
d. **Appointment Schedule:** The *PR Agreement* is an employment contract that delineates a part-time, term-limited stable or annually variable percentage appointment with tenure.
   - Subject to departmental needs and in agreement with the department Chair, the faculty member may negotiate to fulfill work responsibilities on an alternative time schedule.
   - The HCM ‘Retired’ status does not affect grant submission, funds or project management dependent upon having a faculty appointment, since the pre-PR academic title and rank are retained throughout the PR period.
   - The Teacher Retirement System of Texas, when applicable, limits permissible part-time employment annually to working full-time for one semester or part-time for two semesters.

   e. **Timeframe:** The PR Agreement term ranges from one to three years, and shall not exceed three years. All time and effort period(s) comprising the total *PR Agreement* timeframe must be delineated as part of the PR process documentation, listing specific beginning and end dates (mm/dd/yyyy), and the corresponding percentage employment time commitment for each time period delineated, and shall be kept on file with the academic home department.

   f. **Start date:** The date (mm/dd/yyyy) selected to commence PR usually coincides with the end of an academic semester, academic year, or grant funding, and must be delineated in the *PR Agreement*.

   g. **Employment Duties and Responsibilities:** Faculty duties and responsibilities shall be in accordance with University policy, governed by the UT System Board of Regents’ Rules, and are negotiable with and subject to assignment by the academic home department Chair.

   h. **Space and Resources:** Assignment of any faculty space (office, lab, other) and resources shall be determined in discussion with and at the discretion of the department Chair, must be in compliance with all applicable policy, and documented as part of the PR process.

   i. **Compensation:** Compensation is based on the index faculty member’s academic rate that is in effect at the *PR Agreement* start date and is subject to proration.
   - Mandated legislative pay increases are applicable during the life of the *PR Agreement*.
   - Faculty members appointed through a *PR Agreement* shall remain merit salary eligible.

   j. **Malpractice Coverage:** Malpractice insurance continues unchanged with annual renewal. The faculty member’s academic home department shall have a memorandum on file listing the employment status and coverage agreement in effect.

   k. **Emeritus Professorship:** The Emeritus Professorship appointment nomination process must proceed in accordance with HOP Chapter 3.1.3. Emeritus nomination can commence once a firm retirement date is set. This date shall become the Emeritus effective date.

   l. **Re-appointment:** After the *PR Agreement* expires, faculty re-appointment with UTHSCSA is allowed in any non-tenure track position, paid or unpaid, but must occur in compliance with all applicable institutional, state and federal employment, appointment and retirement policies and laws.

   m. **Benefits:** The faculty member is urged to meet with a Benefits Advisor in the Office of Human Resources to gain full understanding about the potential PR impact to their particular benefits. The PR Packet documents the faculty member’s final choice to retire at the PR start date or the PR end date, which determines the availability of benefits during PR.

   **‘Retire at the PR start date’**
   - **PR Procedures:** The faculty member is considered retired and the faculty member must follow the institution’s applicable retirement and re-hire procedures. The re-hire procedures include a background check and completion of the Form I-9. Note: a background check can take up to three days to complete, but can be completed in anticipation of re-hiring.

     **ORP:** If a faculty member is enrolled in the Optional Retirement Plan, there must be a one day break in service before the faculty member can return to work. There is no limit to the appointment percentage upon returning to work.

     **TRS:** If enrolled in the Teacher Retirement System of Texas and the faculty member plans to return to work at an appointment of 50% or less after retirement, there must be one full, complete calendar month break in service before returning to work. If returning to work at an appointment of greater than 50% after retirement, the faculty member cannot return to work until a break in
service of 12 full consecutive calendar months has been completed.

- **Tenure:** Tenure is maintained until the *PR agreement* terminates
- **Leave:**
  - Unused balances for vacation and personal leave will be paid in the form of a lump sum payment. Lump-sum checks are issued on or around the 20th day of the month following the retirement date.
  - Sick leave is not paid out upon retirement; however, unused sick leave can be voluntarily contributed to the Sick Leave Pool.
  - Leave accrued during PR is based on months of service after retirement and is subject to proration based on work effort, i.e. percent appointment.
- **Benefits:** Contact a Benefits Advisor in the Office of Human Resources to discuss the potential impact of PR on all benefits, including health and retirement benefits.
- **Retirement Benefit Distribution:** The faculty member can begin receiving distributions from their retirement plan (i.e. TRS or ORP) at the beginning of the PR agreement. Distributions must be accordance with all plan policies and procedures.
- **Emeritus:** This process relates to the retirement date at the start of the PR period.

### 'Retire at the PR end date'

- **PR Procedures:** There is no break in service nor processing steps to complete other than standard required documentation.
- **Tenure** is maintained during the PR period and terminates upon the end date of the PR agreement. Faculty member is considered a part-time employee with tenure during the PR period.
- **Leave:**
  - Vacation, sick and personal leave balances are retained and are not paid out.
  - Leave accrual rates will be pro-rated based on the new appointment percent effort.
  - Leave balances are subject to annual *carry-over limits* related to the new appointment percent effort.
- **Benefits:** The same health benefits can be retained; however, premium sharing for medical covered is reduced, resulting in a higher out-of-pocket expense. Note: a faculty member is not benefits eligible when the appointment is less than 50%. Contact a Benefits Advisor in the Office of Human Resources to discuss the potential impact of PR on all benefits.
- **Retirement Contributions:** Monthly contributions will continue into either the Teacher Retirement System of Texas (TRS) or Optional Retirement Program (ORP); however, it will be pro-rated based on the appointment percent. Contributions will end at the end of the PR period and when retirement commences.
- **Emeritus:** This process relates to the retirement date at the end of the PR period.