UNIVERSITY OF ST. THOMAS
PHASED RETIREMENT OPTION FOR FACULTY

The University of St. Thomas has established a Phased Retirement Option for Faculty (“PROF”). The PROF enables participating faculty to transition into retirement by reducing their workload and salary, while still retaining faculty benefits, rights and privileges along with office space. The PROF is intended to enable faculty and the University to plan effectively for a faculty member’s retirement, and for the University to plan effectively for the recruitment of new faculty where appropriate.

1. **Eligibility**

To be eligible to apply for the PROF, a faculty member must meet the following criteria:

a. Be age 55 or older;

b. Have completed at least ten (10) years of continuous service with the University as a tenured, tenure-track or clinical faculty member; and

c. Have a combined age and years of continuous service at the University equal to 70 or greater.

Age and years of service of a faculty member will be calculated as of August 1 of the year in which the faculty member intends to begin phased retirement. Faculty members are eligible to apply for and (if approved) begin participation in the PROF immediately following a sabbatical or other approved leave of absence from the University.

2. **Phased Retirement Service**

a. **Duration.** The phased retirement period for each faculty member who participates in the PROF will be three calendar years, beginning on August 1 following submission of the application and ending on the third consecutive July 31 thereafter (the “Phased Retirement Period”). Effective at the expiration of the Phased Retirement Period, the faculty member will retire and relinquish tenure, and the faculty member’s regular employment with the University will terminate. With the approval of the Provost, a faculty member may shorten (but not lengthen) the Phased Retirement Period.

(The Phased Retirement Period runs from August through July in order to provide retiring faculty members with sufficient time to transition following the final academic year of the Phased Retirement Period, while accommodating the University’s office space needs for the subsequent year. Participating faculty members whose full-time contracts ran from September through May and were paid from September through August will receive their final payment of full-time salary as well as their first payment of part-time salary in the first month of PROF participation.)

b. **Part-time Workload and Performance Expectations.** During each academic year within the Phased Retirement Period, the faculty member must maintain a workload equivalent to 0.5 FTE, subject to the provisions contained in this paragraph 2(b).
For comparison purposes, a full-time faculty workload (1.0 FTE) generally consists of:

- A full-time teaching load and related student advising responsibilities, which together generally comprise 50% of the full-time workload, and

- Professional engagement and service obligations that comprise the remaining 50% of the full-time workload.

During each academic year of the Phased Retirement Period, participating faculty members must at a minimum maintain 50% of a full-time teaching load and related student advising obligations. (As an illustration, if the full-time teaching load in a particular school or college is six courses per academic year, then a faculty member participating in the PROF must teach at least three courses per academic year.) Faculty members should refer to the Faculty Handbook and any additional expectations documented by their respective college or school for the specific expectations applicable to them.

The remaining allocation of a participating faculty member’s part-time workload to teaching, professional engagement and service are negotiable with the dean of the faculty member’s school or college (the “Applicable Dean”), so long as the total part-time workload equates to 0.5 FTE.

Faculty members who participate in the PROF will be required to complete an annual report consistent with full-time faculty requirements and will be subject to the same performance expectations for teaching and advising as apply to full-time faculty members. Performance expectations for professional engagement and service will be mutually agreed with the Applicable Dean and the faculty member’s department chair (if applicable).

c. Part-time Salary. During the Phased Retirement Period, the faculty member will be paid an annual base salary equal to fifty percent (50%) of the faculty member’s annual base salary during his or her final year of full-time employment. The faculty member will be eligible for pro rata annual salary increases subject to the same eligibility requirements as full-time faculty members. The faculty member’s salary will be paid over a 12-month period consistent with the salary schedule for full-time faculty members, and all legally required taxes and payroll deductions will continue to be withheld from the faculty member’s compensation.

3. Benefits, Rights and Privileges During the Phased Retirement Period

During the entire Phased Retirement Period:

a. Rank and Tenure. The faculty member will continue to be employed by the University at the faculty member’s current rank, and tenured faculty members will retain tenure.

b. University of St. Thomas Retirement Plan. The faculty member will remain eligible for employer contributions to the University of St. Thomas Retirement Plan ("UST Retirement Plan"), at a level commensurate with the faculty member’s salary during the
Phased Retirement Period. (As an illustration, if the University generally contributes an amount equal to 9.4% of an eligible employee's full-time salary to the UST Retirement Plan, then during each year of the Phased Retirement Period, the University will contribute 9.4% of the faculty member’s part-time salary to the UST Retirement Plan.)

c. Health, Welfare and Other Benefits. Faculty members will continue to be automatically enrolled in basic life and disability coverages, with the benefit based on the part-time salary.

With the exception of certain benefits described below, if the faculty member was enrolled in University health and welfare benefits during the faculty member’s last year of full-time employment, the faculty member will be eligible to continue these benefits. If the faculty member was not enrolled in these benefits during the last year of full-time employment, the faculty member can elect these benefits during annual enrollments held in the Phased Retirement Period, with an effective date of January 1 of the following calendar year.

Subject to the timing above, PROF participants will be eligible for the University’s full health and welfare benefits other than the following benefits, which are limited by contract with the insurance provider:

- Vision coverage: Participants can COBRA this benefit at 102% of the cost if enrolled during the final year of full-time employment.

- Long-term care insurance: Participants can continue coverage if enrolled in the final year of full-time employment but cannot newly enroll in this benefit during the Phased Retirement Period.

- Legal benefit: Participants currently enrolled at the beginning of the Phased Retirement Period must continue coverage through the minimum enrollment duration of one year, and then can opt out during annual enrollment for the following year. Participants who were not enrolled during the final year of full-time employment will be ineligible to newly enroll in the benefit.

Benefits based on salary will be prorated to reflect the faculty member’s part-time salary. Faculty members (and their eligible family members) who participate in the University’s group health and dental insurance plans during the last year of the Phased Retirement Period will be provided with information concerning COBRA continuation coverage following retirement.

d. Sabbaticals. The faculty member will no longer be eligible for sabbatical leave.

4. Post-Retirement Service

After the Phased Retirement Period, a faculty member may not return to regular employment at the University as a full-time faculty member. The faculty member may be permitted to provide paid services to the University as an adjunct faculty member or in
another capacity, subject to approval of the Applicable Dean or staff supervisor in accordance with the University’s approval process for such positions.

5. **Steps to Participate in the PROF**

   a. **Application and Deadline.** To provide for orderly planning and transition by the University, faculty members who wish to participate in the PROF must submit an application by the November 1\(^1\) immediately preceding the year in which the faculty member proposes to begin phased retirement. The University is authorized to extend or waive this deadline when consistent with the best interests of the University. Applications are available [here](#), and from Human Resources and the Office of the Provost. Faculty members are encouraged to discuss the application with the Applicable Dean before completing it.

   b. **Review of Application.** The Office of the Provost will verify each applicant’s eligibility with the Human Resources Department and will coordinate review of the application with the Applicable Dean. If the application is not acceptable as submitted, the Applicable Dean or his or her designee will meet with the faculty member to discuss the application and consider modifications that may be mutually acceptable.

   c. **Acceptance and Phased Retirement Service Contract.** Within a reasonable time after receipt of a faculty member’s application and no later than February 1 following the regular application deadline, the Provost will notify the faculty member whether he or she has been accepted into the PROF. If the faculty member is accepted into the PROF, then in lieu of the regular faculty contract for the upcoming three academic years, the Provost will provide the faculty member with a single phased retirement service contract setting forth the specific terms of the faculty member’s participation in the PROF for the Phased Retirement Period (the “Phased Retirement Service Contract”). The Phased Retirement Service Contract must be signed and returned by April 1 in order for the faculty member to begin phased retirement service on the next August 1.

6. **Denial of Application**

   The University reserves the right to approve applications for participation in the PROF in its sole discretion based upon its evaluation of the best interests of the University. Factors that will be considered in determining whether to accept an application to participate in the PROF include, but are not limited to:

   a. The University determines that approving the application would seriously disrupt an academic department, or the University’s operations and/or programs;

   b. The University has received more applications for participation in the PROF than can reasonably be approved considering the University’s financial and operational requirements; and

\(^1\) In the first year of the PROF, the application deadline will be extended to February 1 of the calendar year in which the faculty member proposes to begin phased retirement.
c. The University determines that the proposed part-time service is not acceptable to the University.

7. **Death of Participant**

Should a participant die during the Phased Retirement Period, before completing all of the anticipated part-time service, the University's obligations with respect to further compensation to such individual or such individual's estate will terminate. The University will comply with all applicable laws concerning the right of a deceased faculty member's spouse or domestic partner and family members to continue to participate in the University's group health insurance plan at the expense of the domestic partner and/or family member.

8. **Modification or Termination**

The PROF can be modified or terminated by the University at any time. Should the University modify or terminate the PROF, faculty members who have begun but not completed their Phased Retirement Period, or who have been accepted into the PROF but not yet begun their Phased Retirement Period, will continue to participate in the PROF until the end of their Phased Retirement Period under the terms in effect on the date of their acceptance into the PROF, unless mutually agreed with the faculty member in writing.