



The University of Texas at San Antonio™

PHASED RETIREMENT AGREEMENT FOR TENURED FACULTY  
Attachment A

This Agreement is between The University of Texas at San Antonio (“University”) and \_\_\_\_\_ (“Professor \_\_\_\_\_”), a tenured member of the faculty of the University.

For and in consideration of the mutual promises and covenants expressed herein, the parties agree as follows:

By executing this Agreement, Professor \_\_\_\_\_ resigns as a tenured faculty member of the University effective \_\_\_\_\_.

As consideration for such resignation, Professor \_\_\_\_\_ will be appointed as Professor without tenure on a part-time basis for the following periods:

[insert date] to [insert date] at [insert percent - 50% or less time]

Employment with the University in any capacity after such periods will be at the discretion of the University upon terms agreeable to Professor \_\_\_\_\_ and the University.

During the periods of appointment specified above, Professor \_\_\_\_\_ will be paid 50% or less of the nine-month academic rate that he/she was entitled to receive for full-time faculty service at the time of resignation and will be entitled to any salary increase mandated by the legislature and all applicable employment benefits authorized or required by law. In addition, any work in which the Professor may perform during the summer session shall be agreed to in advance, and shall be compensated at 50% of the specific College’s Summer Pay Plan, and any other applicable university or college guidelines and policies.

In addition, Professor \_\_\_\_\_ is currently the holder of \_\_\_\_\_ and will continue to hold the endowment through the end of this Agreement. Professor \_\_\_\_\_ will receive 50% or less of the salary supplement that he/she was entitled to receive at the time of the resignation during the periods of appointment specified above.

Professor \_\_\_\_\_'s teaching assignments and other academic duties and responsibilities will be subject to assignment by the Department Chair/School Director of \_\_\_\_\_ in accordance with University policy. Professor \_\_\_\_\_ will remain eligible to serve as principal investigator on sponsored project proposals, with the concurrence of the Department Chair/School Director and the Dean, and on graduate committees, subject to the standard approval of the Dean of Graduate Studies.

As consideration for the employment provided for in this Agreement, Professor \_\_\_\_\_ hereby releases the University; University's officers and employees; The University of Texas System; and the System's officers and employees from all claims, demands, and causes of action that Professor \_\_\_\_\_ has or may have on the date of execution of this Agreement under the Age Discrimination in Employment Act, 29 U.S.C. Section 621 et seq., as amended by the Older Workers' Benefit Protection Act of 1990 or any other federal or state law relating to discrimination in employment based upon age. Professor \_\_\_\_\_ does not release any claim, demand, or cause of action that may arise after the date of execution of this Agreement.

Professor \_\_\_\_\_ acknowledges that prior to executing this Agreement he/she was informed that there were 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 by Professor \_\_\_\_\_ and may be revoked by delivering written notice of revocation to People Excellence prior to five o'clock p.m. on the seventh day after execution by Professor \_\_\_\_\_.

This Agreement may not be assigned by either party. The Agreement may be terminated immediately for any violations of state or federal law, failure to adhere to UTSA policies, or failure to fulfill duties as assigned pursuant to the contract.

The provisions of this Agreement contain the entire agreement of the parties with respect to the subject matter hereof and 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.

The validity, interpretation, performance, and enforcement of this Agreement shall be governed by and subject to the laws of the State of Texas, the Rules and Regulations of the Board of Regents of The University of Texas System, and the rules and regulations of the University.

\_\_\_\_\_ Date \_\_\_\_\_  
<INSERT PROFESSOR NAME>

\_\_\_\_\_ Date \_\_\_\_\_  
<INSERT DEPARTMENT CHAIR/SCHOOL DIRECTOR NAME>  
<INSERT DEPARTMENT NAME>  
The University of Texas at San Antonio

\_\_\_\_\_ Date \_\_\_\_\_  
<INSERT DEAN NAME>  
<INSERT COLLEGE NAME>  
The University of Texas at San Antonio

\_\_\_\_\_ Date \_\_\_\_\_  
Kimberly Andrews Espy  
Provost & Senior Vice President for Academic Affairs  
The University of Texas at San Antonio

\_\_\_\_\_ Date \_\_\_\_\_  
Veronica Salazar  
Chief Financial Officer and Senior Vice President for Business Affairs  
The University of Texas at San Antonio