

SANTA CLARA UNIVERSITY
PHASED RETIREMENT AGREEMENT

Name

This Phased Retirement Agreement (“Agreement”) is made and entered into between Name, Teaching Professor in the Department of [Name], and Santa Clara University (“University”).

The University hereby accepts and grants Professor Name’s application for phased retirement as outlined in the University’s Faculty Handbook which is in effect at the date of this agreement. All terms and conditions of Professor Name’s phased retirement are governed by the terms and conditions set forth in section 3.5.1.3, entitled Phased Retirement, of the Faculty Handbook and specified below:

- 1) Professor Name agrees that she/he has requested that she/he be placed on phased retirement and that this request is made of her/his own volition and is not made because of any action (or failure to act) by the University. Professor Name further agrees that phased retirement is a condition of employment under which she/he agrees to a reduction in her/his faculty responsibilities with a corresponding reduction in salary for a defined period of time. She/He further agrees that upon completion of phased retirement, she/he will fully retire from her/his continuing position, and her/his employment with the University will conclude. Such an agreement entered into by Professor Name and the University is not reversible.
- 2) The period of Professor Name’s phased retirement is September 1, 20xx and will continue through August 31, 20xx, at which time she/he will fully retire from her/his continuing position, and her/his employment with the University will conclude. Professor Name will have the option of taking full retirement at any time during that period provided she/he notifies the University at least six months in advance of the effective date of full retirement.
- 3) During phased retirement, Professor Name will be responsible for teaching [number] courses (or the equivalent) per year. Besides fulfilling her/his teaching responsibilities, Professor Name will maintain a proportionate level of professional activity and service while on phased retirement. For fulfilling these responsibilities, she/he will be paid x/7 (x-sevenths) of her/his base annual salary. Professor Name may reduce this assignment by agreement in subsequent years

with a commensurate reduction in salary. Once a voluntary reduction is made, the assignment may not be increased. The Department Chair, in consultation with Professor Name, shall retain sole discretion in assigning which courses are to be taught by Professor Name during the entire period of phased retirement.

- 4) The base salary used in the computation each year will be no different than what Professor Name's base salary would be if she/he were not on phased retirement. The salary thus determined will be increased during phased retirement according to the rate of increase set by the University and SEIU Local 1021 through collective bargaining.
- 5) During phased retirement, Professor Name's employment will be subject to the applicable terms of the then-current collective bargaining agreement between the University and SEIU Local 1021.
- 6) During phased retirement, Professor Name will remain on the University benefit plans as though she/he were a full-time continuing professor, and will be subject to any changes in carriers or provisions of those benefits. These currently include, but are not limited to, medical plan, dental plan, life insurance, long-term disability, retirement contribution, and workers' compensation.
- 7) While on phased retirement, except as noted above, Professor Name will continue to have membership in the Faculty Senate with all faculty privileges such as rank and office space.
- 8) During his period of phased retirement, Professor Name [will / will not] undergo periodic performance evaluations.
- 9) Professor Name will sign this Agreement within 30 days after receipt, and in so doing, he agrees to the conditions set forth in it.