

**Loyola University Maryland
Phased Retirement Program
For Tenured Faculty**

Renewal Approved by the Board of Trustees December 10, 2008

I. Purpose

The Loyola University Maryland Phased Retirement Program is designed to provide an opportunity for eligible full-time tenured faculty members (“Eligible Faculty Members”) to make an orderly transition to retirement through half-time (or equivalent) service. The Program is entirely voluntary and will be entered into by a written agreement between the Eligible Faculty Member and the University. The Program will begin on July 1, 2009 and end on October 1, 2009.¹ Enrolling Eligible Faculty Members may elect to begin receiving the benefits they have accrued under either the TIAA-CREF or Fidelity retirement plans, but they are not required to do so.²

II. Eligibility and Approval

A. The Program is available only to full-time tenured faculty members. Non-tenured and tenure-track faculty are not eligible for the Program. Faculty must be at least age 60 and under age 70 on July 1 of the year they begin participation in phased retirement (“Age”), and must have at least 10 years of full-time service as a faculty member at Loyola. In addition, faculty must have a minimum number of years of contributory participation in a Loyola University retirement plan (“Years of Contributory Participation”). In particular, the sum of the faculty member’s Age and Years of Contributory Participation must be greater than or equal to 75. For example, a faculty member whose Age is 60 must have at least 15 Years of Contributory Participation.

Requires at least 10 years of full-time faculty service at Loyola	
Age	Minimum Years of Contributory Participation
60	15
61	14
62	13
63	12
64	11
65	10
66	09
67	08
68	07
69	06

¹ These are the dates during which an Eligible Faculty Member may apply to enter the Program.

² In accordance with current University policy, faculty who receive benefits during phased retirement may not take the cash option. Faculty may elect to take the annuity option.

Faculty are individually responsible for providing the age and service data needed to determine their Program eligibility. Faculty who occupy full-time administrative or staff positions are not eligible for the Program until they vacate the administrative or staff position and assume a faculty appointment.

- B. The decision to apply to the Program rests entirely with Eligible Faculty Members. An application to enter the Program must be submitted between July 1 and October 1 of the year prior to the academic year in which the faculty member would like to begin participation in the Program.
- C. Eligible Faculty Members do not have an absolute right to participate in the Program. Ordinarily a maximum of five (5) faculty members will be able to enter the Program in a given year. The major consideration in determining whether a faculty member's application is accepted will be the ability of the University to maintain academic quality. A secondary consideration will be the sum of the faculty member's Age and Years of Contributory Participation; preference may be given those with larger totals.
- D. To apply to enter the Program, the Eligible Faculty Member will complete and submit an application form to his/her department chair and dean. After receiving the application form, the department chair will prepare and send to the appropriate dean a plan for covering the courses that the faculty member would have taught had he/she been full-time.³ The application to enter the Program is subject to final approval by the Vice President for Academic Affairs.
- E. The Program will be offered from July 1, 2009 through October 1, 2009. Eligible Faculty Members may apply to enter the Program at any time during the enrollment period.
- F. Faculty will be notified of the status of their application (acceptance or rejection) by November 1 of the year in which they apply.
- G. Once the decision has been mutually agreed to by the faculty member and the University, participation in the Program is irrevocable.

III. Terms and Conditions

- A. Phased retirement under the Program is subject to the following terms and conditions:
 - 1. Upon entering the Program, participating faculty members give up tenure.⁴ They may not serve on committees if applicable procedures require that members be tenured or tenure-track. Otherwise, participants have the same academic freedoms and responsibilities as other faculty members and have access to all grievance and

³ When a faculty member enters the Program, there is no automatic guarantee that his/her department will receive authorization to hire a tenure-track replacement. If the department wishes to make such a request, it will need to go through the standard search authorization process.

⁴ A participating faculty member may apply for emeritus status, if applicable, during his/her final year of phased retirement.

appeal procedures available to non-tenured members of the faculty who are not participating in the Program.

2. Participating faculty members terminate full-time employment and contract for a period of half-time service to Loyola. Half-time responsibilities may vary among participating faculty members and departments. Half-time service may consist of full-time work for one-half of a year (e.g., full-time work for one semester of an academic year) or half-time work for a year (e.g. half-time work in each of the two semesters of an academic year). Under either pattern the Program enrollment period begins with the fall semester. Teaching, research, and service assignments during the period of phased retirement are individually negotiated by the Eligible Faculty Member and the appropriate department chair and dean.
3. Participating faculty members will retain their professorial rank and the full range of responsibilities, rights, and benefits associated with it, except for tenured status and those rights limited to tenured and tenure-track faculty. For example, once in the Program the faculty member may not participate in those departmental votes limited to tenured and tenure-track faculty as specified in the Rank and Tenure Policy Statement.
4. Participating faculty members are expected to maintain high levels of professional commitment to Loyola.
5. For those on faculty appointments, the “Base Faculty Salary” is the ten-month salary they received during their last year of full-time employment. Participating faculty members receive a salary equal to fifty percent (50%) of their “Base Faculty Salary” for the first year in the Program. Compensation is paid over twelve (12) months irrespective of the pattern of duties under the faculty member’s work plan. Annual salary is paid according to the normal payment plan beginning in July and ending in June for each academic year. Participating faculty members, after their first year in the Program, are eligible for salary increments and merit pay based on annual evaluations.

6. Participating faculty shall remain eligible for participation in fringe benefit plans, including health benefits, offered by the University on the same terms as full-time faculty, except flex credits will not continue to accrue during the phased retirement period. The conditions for some benefits, such as tuition remission programs, are set by other organizations. Since the University does not set the participation guidelines, it cannot guarantee that such benefits will be available to faculty participating in the Program. Participating faculty will receive Core Benefits, which are provided at no additional cost to all full-time or core employees. These include flex credits, term life insurance, long-term disability insurance, vision, the O'Connor Plan or Employee Assistance Program, LOCATE Child Care, and nursery and kindergarten space, on a first-come first-served basis, at A Child's Place at the College of Notre Dame. Participating faculty members should contact the Human Resources Department to confirm current benefits coverage and changes in coverage that may occur.
 7. During the period of phased retirement, the University will continue to contribute 11% of the Base Faculty Salary to the faculty member's retirement account so long the faculty member contributes the required 2% of the Base Faculty Salary.
 8. Participating faculty members will remain subject to all officially approved policies of the University, including termination for cause. Most of these policies are included in the *Faculty Handbook*.
 9. Phased retirement under the Program may be for a period of up to 3 years or age 70⁵, whichever comes first. That is, faculty whose Age⁶ is 69 or 68 may participate in the Program for only one or two years, respectively. Faculty whose Age is 67 or younger may participate in the Program for three years. Thus, a faculty member who enters the Program in the 2009-10 academic year at Age 67 or younger may participate through the 2011-12 academic year.
- B. In conjunction with the Agreement executed under the Program, an Eligible Faculty Member must execute a waiver of rights and claims under the Age Discrimination in Employment Act ("ADEA") and other laws (the "Release").
1. The Release has to fully comply with the requirement for knowing and voluntary waivers as provided in the ADEA. After the Agreement is offered by the Eligible Faculty Member, the Eligible Faculty Member has no fewer than forty-five (45) days within which to consider the Release.
 2. Eligible Faculty Members are encouraged to consult with an attorney prior to executing the Release. The Release does not become effective and enforceable for the period of seven (7) calendar days following execution, and during such period the Eligible Faculty Member may unilaterally revoke the Release. If the Eligible Faculty Member elects to revoke the Release within the seven (7)-day period, the

5 To participate in the Program in a given academic year, the faculty member must be 69 or younger on July 1 of that year.

6 As noted above "Age" is defined as the faculty member's age on July 1 of the year he/she begins participating in phased retirement.

Eligible Faculty Member must immediately be restored to the same full-time tenured employment status as the faculty member held prior to execution of the Release, and the Agreement becomes null and void. Revocations must be in writing, personally signed by the affected faculty member, and effected by personal delivery or posting by United States mail to the Office of Academic Affairs.

IV. General Provision

Nothing in the Program precludes a participating faculty member from terminating his or her employment with the University at any time.