

EARLY RETIREMENT PROGRAM AGREEMENT

TEXAS A&M UNIVERSITY-KINGSVILLE

This agreement is made and entered into this ____ day of _____, 20 ____, by and between TEXAS A&M UNIVERSITY-KINGSVILLE, a member of The Texas A&M University System, referred to herein as "University," and _____, a faculty member of University, referred to herein as "Participant."

WHEREAS, Participant has been employed as a faculty member at University for a period of _____ (____) years; and

WHEREAS, Participant desires to continue to serve University in a teaching capacity while simultaneously being eligible to receive retirement benefits; and,

WHEREAS, University desires to retain Participant's services as a faculty member on a less than full-time basis and extend to Participant the privileges of its Early Retirement Program; NOW, THEREFORE,

The parties hereto agree as follows:

1. **BENEFITS, PRIVILEGES, AND RIGHTS OF PARTICIPANT.** Participant hereby agrees that the effect of executing this agreement will be an immediate forfeiture of his/her full-time status and tenure rights to which he/she may be entitled. Other than those rights, Participant shall be entitled to all of the amenities and privileges accorded to other faculty retirees and part-time faculty members. Participant retains the right to continue his/her medical coverage and to receive the state contribution toward such coverage, as provided by state law and appropriations, as well as his/her right to life insurance coverage and benefits, as applicable.
2. **TERM OF AGREEMENT.** This agreement shall be and remain in force and effect for a period of one (1) year, commencing on _____, and ending on _____. On an annual basis by written mutual consent of both parties, this agreement may be extended up to two years but under no circumstances shall the Early Retirement Program exceed three years.
3. **FACULTY WORKLOAD.** Participant's workload shall not exceed one half of that of a full-time faculty member. For purposes of this agreement, a full-time faculty workload shall be considered to be twelve (12) credit hours of teaching in a single semester, or twenty-four (24) credit hours of teaching in an academic year.
4. **DUTIES AND RESPONSIBILITIES OF PARTICIPANT.** Participant agrees that he/she will teach all classes assigned to him/her in accordance with the generally accepted teaching standards and requirements of University. Participant will not be expected to perform additional services such as student advising, service on committees, or performance of research. PARTICIPANT will maintain office hours sufficient to adequately serve the number of classes and students assigned to his/her responsibility.
5. **DUTIES AND RESPONSIBILITIES OF UNIVERSITY.**
 - A. University agrees that it will employ Participant to teach classes assigned to him/her and shall pay him/her an amount of salary to be agreed upon by the parties in writing each year in which this agreement shall remain in force and effect.

B. University agrees that it will consult with Participant regarding which classes it will assign to him/her and will take into consideration teaching preferences as expressed to it by Participant. University reserves the right to make all final decisions regarding teaching assignments. Duties other than teaching duties may be assigned to Participant.

C. Summer teaching assignments are not included in the teaching assignments covered by this agreement, but may be dealt with by means of a separate agreement in writing.

6. **TERMS OF UNIVERSITY POLICY.** This agreement is made subject to, and incorporates herein the terms of, the applicable policy of University dealing with the Early Retirement Program. In the event of a material conflict between this agreement and the policy, the terms of the policy will be deemed to control.

PRIOR TO EXECUTING THIS AGREEMENT, PARTICIPANT IS ADVISED TO SEEK PROFESSIONAL GUIDANCE AND ADVICE REGARDING HIS/HER RETIREMENT PROGRAM AND THE EFFECT OF THIS AGREEMENT UPON ANY BENEFITS TO WHICH HE/SHE MAY BE ENTITLED.

TEXAS A&M UNIVERSITY-KINGSVILLE:

FACULTY MEMBER:

(Typed Name of Department Head)

(Typed Name of Faculty Member)

Signature of Department Head

Signature of Faculty Member

(Typed Name of Dean)

Title of Faculty Member

Signature of Dean

(Typed Name of Provost)

Signature of Provost

(Typed Name of President)

Signature of President