

## PATHWAY TO RETIREMENT AGREEMENT

### **The purpose of the agreement**

UC Berkeley is pleased to offer a special option to faculty who intend to retire and would like to make a smooth transition from everyday expectations in research, teaching, and service to an engagement with the University that is tailored to their special circumstances. A Pathway to Retirement agreement can create a multi-year period of transition that includes special provisions before retirement as well as additional provisions after retirement.

Faculty members and their chairs or deans may agree to *post-retirement* provisions formally or informally, with or without creating a Pathway to Retirement agreement. Such provisions can help to ensure that emeriti continue to be warmly included in their academic communities as contributing scholars, teachers, and colleagues.

*Pre-retirement* provisions should be made with the use of a Pathway agreement. When a faculty member has made a commitment to retire, it becomes appropriate for the University to make special provisions for faculty members who are still in active service. These mutual commitments are made in language that, while somewhat technical, serves to record and clarify the ways in which both the faculty member and the University are binding themselves.

The faculty member's department chair must agree to all pre- and post-retirement provisions, and the dean and vice provost must agree to all pre-retirement provisions. Faculty members and department chairs are warmly encouraged to review Berkeley's guidelines for discussion of retirement, which are intended to help support productive conversations. The Associate Vice Provost for the Faculty is also available to faculty members and department chairs for confidential discussions about possible provisions.

### **The nature of the agreement**

A Pathway to Retirement agreement is a formal agreement between a ladder faculty member and the University of California. It is important for the parties to an Agreement to understand several key concepts.

Individuals *separate* as ladder faculty members from the University of California whenever they cease to hold professorial appointments at UC. Separations have an *effective date*, for example, the last day of professorial employment for a faculty member who is separating by resigning. Faculty members can *tender resignation* well in advance of their anticipated separation dates. Faculty members who tender resignation with such-and-such an effective date of separation do not, however, automatically retire on their separation date. *Retirement* requires additional action; it begins only after faculty members have applied for, and been approved for, receipt of benefits under the University of California Retirement Program.

Once all parties have signed a Pathway to Retirement agreement, the faculty member will have irrevocably tendered his or her resignation, with an effective date for separation that is a specified date lying no more than two years in the future. For its part, the University will have accepted an obligation to adhere to the specific terms listed in the Agreement.

In order to *separate* on the named effective date, faculty members for whom an Agreement has been approved need do nothing further (although they are free to separate earlier if they like). That is the sense in which the Agreement, once approved, provides a “self-executing” separation. But it is vital for faculty members to understand that they must take *additional* steps in order to *retire* and receive retiree health benefits and pension benefits. They are urged to begin taking those steps at least four months before their anticipated separation date.

Prior to the final approval of the Agreement below, the faculty member must read and initial the following four statements:

\_\_\_\_\_ I understand that when this Agreement has been finalized, I am irrevocably bound to separate no later than the date indicated in the agreement.

\_\_\_\_\_ I understand that when this Agreement has been finalized, the University is obliged to fulfill the provisions set forth below provided that my emeritus status is not later denied or curtailed as a disciplinary sanction as set forth in Section 016 of the Academic Personnel Manual.

\_\_\_\_\_ I understand that all applicable university policies and procedures still apply during the term of this Agreement, except as otherwise specified herein.

\_\_\_\_\_ I understand that while my separation on the named date is self-executing when this Agreement has been finalized, I must take further steps in order to retire and receive retiree health care benefits and benefits under the University of California Retirement Program.

## **The Agreement**

On or about \_\_\_\_\_, at his/her own initiation, \_\_\_\_\_ expressed an interest in developing a Pathway to Retirement, including negotiation of a specific date for separation from University employment. In response, the parties negotiated this Agreement.

As of the date of the Vice Provost’s approval of this Agreement, \_\_\_\_\_ irrevocably resigns from his/her University employment, with a separation date of \_\_\_\_\_. This resignation and separation are self-executing and require no further act of either party for full force or effect. The University hereby accepts the resignation as of the date of the Vice Provost’s approval. \_\_\_\_\_ understands that he/she will need to fill out additional paperwork to retire and receive benefits under the University of California Retirement Program.

In reliance upon his/her irrevocable resignation, the University agrees that \_\_\_\_\_ shall be provided with the following:

This Agreement is contingent upon the written approval of the Vice Provost for the Faculty and will have no force and effect without that approval.

**Requesting Faculty:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Faculty Member's Signature

\_\_\_\_\_  
Printed Name

**Approving Chair:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**Approving Dean:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**Vice Provost Approval:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Benjamin Hermalin, Vice Provost for the Faculty