COLORADO STATE UNIVERSITY PUEBLO

Progressive Phased Retirement Agreement

1. **Parties.** The parties to this Agreement are the Board of Governors of the Colorado State University System (the "Board"), acting by and through Colorado State University Pueblo (the Board and Colorado State University Pueblo are hereinafter collectively referred to as "CSU Pueblo") and _____ (hereinafter referred to as "Retiree").

2. **Recitals.** Pursuant to CSU Pueblo's Progressive Phased Retirement Program, approved by the Board of Governors of the Colorado State University System on February __, 2026 (hereinafter referred to as the "PPRP"), Retiree has voluntarily requested phased retirement for a period of _____ year(s).

3. **Agreement.** In consideration of the mutual promises contained herein, the parties agree as follows below.

4. **Retirement.** In accordance with the PPRP, a copy of which is attached hereto as Exhibit "A" and hereby incorporated by reference, Retiree shall retire from the University effective _____.

5. **Part-time Employment** Upon commencement of the date that the Retiree is to report to the University for the PPRP initial semester, the Retiree's Phased Retirement plan attached as Exhibit B shall become effective.

   A. Retiree shall be appointed to a part-time tenured faculty position in the _____(College or School) as _____(Position) for the 20__/20_____academic year (with teaching assignments in fall 20____ through spring 20____) (which period is hereinafter referred to as the "Term"). As a part-time tenured/ranked faculty member, Retiree shall teach ____ semester hours each semester fall 20__ - spring 20__. In the event of a reduction in force in the program, CSU Pueblo shall, to the extent allowed by law, not reduce in force Retiree unless said program is eliminated.

   B. Retiree's salary for academic years 20__/20__ shall be 50% of Retiree's annual base salary for the comparable period had Retiree not retired.

   C. Work responsibilities for part-time employment shall be assigned by the appropriate Dean and in conjunction with the Plan attached as Exhibit B.

   D. CSU Pueblo and Retiree shall, with respect to Retiree's salary during the Term, continue making contributions to Retiree's retirement account in proportion to Retiree's 50% appointment time.

E. Retiree shall retain their full-time health insurance benefits. CSU Pueblo shall contribute its portion of the total cost of group health, dental and life insurance for Retiree for the Term. Leave accruals shall be prorated for FTE. No additional benefits shall accrue to Retiree during the Term.

F. Retiree has no entitlement to employment by CSU Pueblo except as expressly provided in this Agreement. Further, in consideration of CSU Pueblo's approval of Retiree's appointment as a part-time tenured faculty member under the terms of this Agreement, Retiree hereby agrees to fully retire and resign from such part-time tenured appointment at the end of the Term. Retiree acknowledges and agrees that CSU Pueblo will rely on such agreement in its budgeting and planning processes and Retiree shall have no further right to employment at the end of the Term.

6. **Handbook.** Employment is subject to CSU Pueblo's policies, including those stated in the CSU Pueblo Faculty Handbook (as amended from time to time), CSU Pueblo University policies as located within the CSU Pueblo Policy library, Board of Governors Polices, and CSU System policies.

7. **Appropriation of Funds.** CSU Pueblo's financial obligations after the current fiscal year are contingent upon funds therefore being appropriated, budgeted, and otherwise made available.

State Law. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this agreement. Any provisions of this agreement, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person, or which is otherwise in conflict with said laws, rules, and regulations, shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other provision herein, in whole or in part, shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this agreement to the extent that the agreement is capable of execution.

Dated this _____ day of _____, 20__.

RETIREE

_____

Name Date

CSU PUEBLO

_____

President Date

Legal Sufficiency

_____

Johnna Doyle
Deputy General Counsel