

**FLORIDA ATLANTIC UNIVERSITY POTENTIAL  
VOLUNTARY RETIREMENT/ RESIGNATION INCENTIVE PROGRAM, PHASE 3,  
FOR TENURED EMPLOYEES IN THE FACULTY PAY PLAN**

**FREQUENTLY ASKED QUESTIONS**

Florida Atlantic University is pleased to offer a final, Phase 3 of the voluntary retirement program (the “Program”) to its tenured faculty members in April 2021. The Program is largely modeled after a similar program implemented at the University of South Florida in November 2020. The following Frequently Asked Questions are derived from the USF program. They have been adapted to provide details of the FAU Program.

1. What is the voluntary resignation/retirement incentive program?

This Voluntary Retirement/Resignation Incentive Program is an opportunity for the University to offer financial and other incentives to eligible faculty in exchange for their voluntary retirement or resignation, allowing the University to strategically reinvest its resources to address a challenging budgetary environment. Enrollment is strictly voluntary and, budget permitting, available to employees who qualjquaTc 0Dualloyeoyeoye who U6us

- <sup>1</sup> paid with 100% state recurring appropriations (i.e.,  
E&G or FEFP) sources;
- c. Minimum of 10 years of active, continuous, service with the University;
  - d. At least 60 years of age; and
  - e. Do not hold an administrative position above the role of chair/director, however College of Medicine faculty through the administrative rank of senior associate deans and associate deans are eligible.

3. Would there be any other exclusions applicable to participation in Phase 3 of the Program?

Yes. The Program would **not** be available to faculty in any of the following categories as of the effective date of their retirement or resignation:

- a. In the Deferred Retirement Option Program (DROP);
- b. Currently enrolled in a Phased Retirement program;
- c. Have submitted a notice of resignation or retirement that has been accepted

prior to the application deadline for Phase 3 of the Voluntary Retirement/Resignation Program;

- d. Have received a notice of termination, separation, non-renewal, or lay-off;
- e. Have been issued any other terminal employment contract; and
- f. Employees terminated for misconduct (even after electing to participate in Phase 3 of the Voluntary Retirement/Resignation Program).

4. What if I receive part of my base salary through non-E&G or non-FEFP funds?

Employees with multiple sources of funding for their salaries would NOT be eligible for the Program.

5. Will I have my choice of retirement dates?

Yes, but with limitations. A condition of Phase 3 of the Program is that the employee agrees to retire **on or before August 15, 2021 if the Summer semester is chosen or on or before December 17, 2021, if the Fall semester is chosen.**

**Tenured faculty** who participate in Phase 3 of the Program would receive a 100%

allows. Assuming eligibility and feasibility, applicants will be approved by the Office of the Provost in consultation with the appropriate Dean.

10. What legal agreement is required?

Eligible faculty who elect to participate in Phase 3 of this Program will receive a Voluntary Resignation Agreement and General Release (“Agreement”), which will set out the terms and conditions of the employee’s separation from Florida Atlantic University and the severance payment offered as part of the Program. Any employee participating in the Program is required to sign and return the Agreement on or before the deadline stated in the Agreement. Prior to signing the Agreement, the employee will be given the opportunity to review the Agreement and any informational addenda, and to consult with an attorney of the employee’s choosing, if desired.

11. Would the Agreement be binding?

After signing the Agreement, the employee will have a 7-day period during which the employee may decide to revoke the Agreement. If not revoked, the Agreement will become final at the end of the 7-day period; it is then a legally binding contract that cannot be unilaterally rescinded or changed by either party.

12. What incentives are offered to those who choose to take advantage of Phase 3 of this Program?

The following incentives are currently being contemplated:

A. Participating tenured faculty members will be afforded a 100% research/scholarship assignment (or other assignment approved by the chair/director/director appropriate to the employee’s position) for the Summer or Fall 2021 semester, allowing them to conclude their academic careers as a full-time employee at the Florida Atlantic University;

B. Following separation from the University, the employee will receive a lump-sum severance payment equivalent to 20 weeks (the maximum allowed under Florida Statutes) of their base nine- or twelve-month E&G or FEFP funded salary, less applicable deductions.

C. In addition to any consideration received by the employee under the terms of Phase 3 of this Program, the employee will also be entitled to a payout of accrued and unused annual and/or sick leave as of the retirement/resignation date, in accordance with Florida law, any applicable Collective Bargaining Agreement, University Regulations and Policies, and applicable College practices that were in place at the time of the execution of the Agreement. The employee will receive the annual and/or sick leave payout after a final leave audit is conducted, which is usually approximately 30 days after the separation date. To read the current HR Policy on annual and sick leave payouts for non College of Medicine faculty, please visit:

[https://www.fau.edu/hr/benefits/amp\\_faculty\\_benefits\\_summary.php](https://www.fau.edu/hr/benefits/amp_faculty_benefits_summary.php)





insurance.

23. Will any dependents on my current insurance plan be covered if I elect the retiree health insurance or COBRA insurance?

As stated above, information regarding COBRA/retiree insurance will be discussed in further detail when you meet with an HR Benefits rep to file for retirement. People First will provide any details of retiree coverage and/or COBRA insurance when they contact you upon your retirement, as well. You can also visit the [People First website](#) for more information.

24. When will I know if I have been accepted into Phase 3 of the Program?

The University will begin to notify people of their status in the Program as soon as possible following the April 9, 2021 application deadline.

25. If I elect not to draw my state retirement benefits, can I still participate in Phase 3 of the Program?

Yes. If you elect not to apply or are ineligible for retirement benefits, you may still participate in the Program, but your separation will be recorded as your having *resigned* from the University.

26. If I am not accepted into Phase 3 of the Program, would my submission of a Request Form obligate me to retire anyway?

No. If not accepted into the Program, any terms and conditions of the Program are null and

chair/director/director or supervisor. Note that this letter will not affect or change the terms of your binding Agreement, but may be included in your official personnel file.

30. Will I face penalties if I retire early from the DROP program?

DROP participants can terminate from the DROP program at any time without generating penalties. However, the DROP lumpsum accrual amount will be determined by the number of months of participation in DROP. DROP members should contact the FRS if they have questions regarding their DROP accrual amount.

NOTE: DROP participants must begin receiving their state retirement benefit when they terminate employment; thus, they cannot elect to “resign” from the University.

31. Would time as a temporary (OPS) employee count toward the requirement of 10 years of continuous service?

No. To be eligible for participation in the Program, the employee must have 10 years of continuous service in a full-time position that was benefits generating.

32. Will my assignment include teaching and/or service?

If selected for this program and you are a tenured faculty member, your assignment will be 100% research/scholarship for the semester your retirement is effective. This will not include teaching or service.

33. I was awarded a sabbatical in either academic year 2020-2021 or 2021-2022. How will this program impact the terms of my sabbatical?

For those who participated in sabbatical leave in academic year 2020-2021, we are allowing a one-time exception to the sabbatical terms. FAU will waive the requirement to return to the university for a full-time position within one year of the end of the sabbatical.

or before December 17, 2021.

35. Can the University guarantee that my position in the department will be replaced if I retire?

No. Because of the uncertainty surrounding state funding for the foreseeable future, no such guarantees can be made. However, the University is committed to delivering a curriculum that meets the needs of our students, and will allocate future positions accordingly.

36. May I submit additional questions or suggestions about the contemplated program?

Interested faculty are encouraged to submit questions or suggestions about the Program to [voluntary-incentive@FAU.edu](mailto:voluntary-incentive@FAU.edu).