Transitioning retirement-eligible staff and faculty to retirement through a reduced work schedule allows the employee the ability to retain important College benefits while passing on to the department the knowledge and experience gained through mentorship. The program is part of the College’s succession planning strategies. Program participation is completely voluntary and predicated on meeting specific eligibility requirements and may be denied based on the College’s needs. Application to the program must be given to the employee’s immediate Supervisor for approval. Upon review with the employee, and if authorized at that level, final review and approval must come from the appropriate Vice-President and President.

**Eligibility**

As of the approved enrollment date in the program the participant must be:

Age 60 or older;

Have 10 years of service with the College;

Agree to Mentorship and appropriate knowledge transfer for succession planning purposes.

**Program Details**

Employee and the College may agree to participation in the program for a minimum of 2 years and a maximum of 4 years, at the end of which the employee will retire as agreed. The application deadline to participate in the program is February 15th of each year.

A reduced work schedule, with appropriate reduction in salary as determined by Human Resources, not to fall below the equivalent of an average of 25 hours per week. For Faculty the equivalent of a 15-hour course load per academic year. Benefits eligibility remains, with paid time off accrual rates prorated based on reduced schedule (staff).

If, after the first year, the participant wishes to have a further reduced schedule (below an average of 25 hours per week or less than the equivalent 15-hour course load), applicable approvals from the immediate Supervisor, Vice-President and President must be obtained. Participant’s salary will be reduced accordingly and will lose benefits eligibility upon implementation of new schedule.

Mentorship and knowledge transfer activities will take place on a schedule determined by the department Supervisor/Division Chair and the employee.

**VOLUNTARY PHASED RETIREMENT AGREEMENT**

The following details the specifics and expectations of your voluntary Phased Retirement arrangement, which you will assume as of (date) and will end as of (date) [Not more than four years.] This agreement also serves as an addendum to any existing, and last dated, Employment Agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the employee”) and the College.

The existence of the Phased Retirement program does not give employees a contractual right or entitlement to Phased Retirement or continued employment. The College has sole discretion to approve or deny any request for Phased Retirement or terminate such arrangement at any time for any lawful reason.

1. Employee’s employment will continue as an “at will” employment, meaning that the Employee may resign or retire from employment at any time for any reason, and the College may terminate Employee’s employment at any time for any reason that is not unlawful, subject to the termination provisions set forth below in Exhibit A; Provisions Regarding Termination.
2. Your work schedule shall not to fall below the equivalent of an average of 25 hours per week. For Faculty the equivalent of a 15-hour course load per academic year.
3. Employee and Supervisor will meet at a minimum of every six months to discuss the arrangement and make adjustments as needed.
4. Your salary during Phased Retirement shall be reduced by a percentage of your full-time annual or hourly salary each year you are a participant in the program.
   1. Year 1: Based on reduced hours or course load your new salary will be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   2. Year 2: Based on reduced hours or course load your new salary will be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   3. Year 3: Based on reduced hours or course load your new salary will be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   4. Year 4: Based on reduced hours or course load your new salary will be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
5. With the exceptions described below, you will be eligible for all College benefit plans and policies in the same manner as if you were a full-time employee. The exceptions are as follows:

* If a benefit plan requires a certain amount of service in order to receive a benefit, you will not receive a benefit under that plan unless you satisfy the applicable service requirement.
* If a benefit plan provides a benefit based upon the amount of compensation, your benefit will be based on your lower compensation during the period of Phased Retirement.
* If a leave policy plan requires a certain amount of service (e.g., eligibility for family and medical leave requires 1,250 hours of service in a 12-month period), you will not be entitled to receive leave under that policy unless you satisfy the applicable service requirement.
* Paid time off (as applicable to staff or faculty, including sick leave, vacation, personal time and holidays) will be pro-rated based on your reduced schedule.

1. Employee must comply with the conditions and terms set forth in the Voluntary Phased Retirement Program Policy and this agreement and perform all of Employee’s duties (including any training and transition duties that may be required to ensure an orderly, successful, and timely transition of current duties to others) in a manner that is reasonably acceptable to the College, as determined in the sole discretion of the President of the College, including, without limitation, maintaining an acceptable level of commitment (to the College, to the Employee’s job duties, and to transition duties), cooperation, support, attendance and punctuality, teamwork, communication, responsiveness, attentiveness to duties, enthusiasm, efficiency, quality, productivity, consistency, professionalism, courtesy, honesty, integrity, legal and financial compliance, and compliance with College policies and procedures.
2. If Employee fails to fully meet any one or more of Program Terms and Conditions or any other requirements set forth in this Agreement or in the Voluntary Phased Retirement Program Policy at any time during the Phased Retirement Period, Employee understands that his/her employment may be immediately terminated by the College for performance-related or behavior-related reasons (Termination for Cause; Exhibit A), his/her salary will be discontinued, and he/she will not be eligible to continue to participate in the Phased Retirement Program.

My signature affirms that I have reviewed the Voluntary Phased Retirement Policy and this agreement and understand their provisions, including the impact to my College benefits during the Phased Retirement period. My signature also affirms that I voluntarily elected to enter into the Voluntary Phased Retirement Program and the College did not impose this agreement on me. I understand that this Phased Retirement agreement does not constitute a contract, and that the College may terminate the Phased Retirement/reduction-in-duties arrangement at any time for any lawful reason.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Supervisor Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vice President Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President Date

**Exhibit “A”**

**Provisions Regarding Termination**

1. Termination by College Without Cause. If the Employee’s employment is terminated during the Phased Retirement Period without “Cause” (as defined below), the College agrees to the following:

a. Special Separation Pay. The Employee will be entitled to receive the following for the balance of the Phased Retirement Period or a period of one (1) year, whichever is the lesser amount of time:

(1) His/Her Base Salary; and

(2) Payment of an amount equal to 50% of the cost of health insurance premiums less applicable taxes (i.e., the full COBRA cost grossed up to include any taxes that might be attributable to same so that the Employee nets the COBRA amount) to continue her individual health insurance coverage under COBRA if: (a) the employee had health insurance coverage through the College as of the date employment is terminated, the Employee is less than 65 years of age or otherwise not eligible for Medicare (“Health Insurance Subsidy”);

b. Required Taxes and Installment Payments with Option to Pay Lump Sum. Required taxes will be deducted from each item included in the Special Separation Pay. The College will provide the Base Salary and Health Insurance Subsidy, in installments to coincide with its normal paydays, but may, at its option, provide them in one lump sum instead.

c. Release of Liability. As a condition of being eligible to receive the Special Separation Pay set forth above, the Employee must sign a full and general release of liability in favor of the College and all of its subsidiary, related and affiliated entities and their officers and directors (to be prepared by the College and which will include reasonable and customary provisions and representations, including, without limitation, provisions requiring return and non-retention of College property and non-disparagement.

2. Termination by College for “Cause”

For the purposes of this Agreement, the term “Cause” means any one or more of the following by Employee (and the term “College” includes the College and all of its subsidiary, affiliated and related entities):

(1) Has materially breached this Agreement, including, without limitation, any breach of the provisions related to confidentiality and/or ownership of property or information; or

(2) Has acted in a dishonest, unethical, fraudulent, or materially unlawful manner that is job-related, including, without limitation, any one or more of the following:

(a) Has made materially false or defamatory statements to employees, faculty members, students, or others about the College, its business or operations, or any of the College’s former or current Board members, officers or employees; or

(b) Has engaged in theft, embezzlement or misappropriation (or attempted theft, embezzlement or misappropriation) of any of the funds or property of the College, or of another employee, a faculty member or a student; or

(c) Has engaged in willful destruction of the property (whether hard copy, physical, or electronic) of the College, or of another employee, a faculty member, or a student (including, without limitation, deletion or alteration of any kind of electronic data, files, emails and records); or

(d) Has been convicted (treating a plea of guilty even if it results in suspended imposition of judgment or sentence and a nolo contendere plea as a conviction, and whether or not any right to appeal said conviction has been or may be exercised) of: (1) any crime or offense constituting a felony; (2) any crime that involves fraud, theft, dishonesty, or moral turpitude; (3) any other serious crime that the College reasonably determines to be job-related; or

(e) Has materially violated any law or regulation applicable to the College, its operations and/or its members or employees; or

(f) Has engaged in any conduct that constitutes a conflict of interest with the College’s interests that has not been approved in advance by the College, or has otherwise materially violated any provision of the College’s code of conduct or ethics;

(3) Has substantially or materially disregarded or neglected his/her duties (other than disregard or neglect due to disability or death); or has substantially or materially failed or refused to adhere to a College policy, procedure or other rule (other than a failure or refusal due to disability or death); and/or has engaged in misconduct or any conduct or a pattern or series of behavior that would customarily be grounds for the College to immediately discharge him/her; or

(4) Has failed to perform his/her duties and/or to conduct himself/herself in a manner reasonably acceptable to the College (other than a failure due to disability or death and other than a failure that would customarily be grounds for immediate discharge by the College);

(5) Has been insubordinate or failed or refused to follow any lawful and authorized instructions of his/her supervisor and manager (or others who have working supervision or dotted line supervision over the Employee); or

(6) Has engaged in conduct which the College in good faith believes is or could be unlawful discrimination, harassment, or retaliation; or

(7) Has engaged in conduct which the College in good faith believes to be inappropriate bullying, intimidation, humiliation, or abusiveness towards another employee, a faculty member, an officer, a student, or a member of the Board;

(8) Has engaged in the use, possession, sale, or distribution of illegal drugs (including legal drugs used in an unlawful manner), whether on or off duty or on or off the premises; or has reported to work or worked under the influence of illegal drugs (including legal drugs used in an unlawful manner), whether used on or off duty or on or off the premises; or

(9) Has engaged in the use of alcohol (whether on or off the job or premises) to the extent that such use interferes with the performance of Employee’s duties, or adversely affects the Employee’s or the College’s reputation, or results in inappropriate behavior by the Employee.