Request for Progressive Phased Retirement Program

The Board of Governors has approved a Progressive Phased Retirement Program (PPRP) for tenured, ranked faculty members to provide a structured and supportive transition from full-time employment to retirement. This constitutes your request for a Progressive Phased Retirement, which may be granted only by the President of the University, exercising the personnel power delegated by the Board of Governors, or by the Board itself.

PLEASE COMPLETE THE FOLLOWING:

Name: _____ Department: _____

Faculty Rank: ☐ Professor ☐ Associate Professor ☐ Assistant Professor

Appointment duration ☐ 9-month, or ☐ 12-month

Progressive Phased Retirement to Commence: _____ [Date]
(Typically the beginning of the Fall Semester)

Duration of Phased Retirement Requested: ☐ .5 year ☐ one year ☐ 1.5 year ☐ two years

Date of Retirement: _____

PLEASE READ THE FOLLOWING CAREFULLY. When signed by you and approved on behalf of the University, the following will be incorporated into your Faculty Appointment.

1. You will receive **50% of your base salary** during the phased retirement period. You will continue to receive **full institutional benefits**, including health insurance, retirement contributions, and other applicable benefits afforded to full-time faculty.

This Request for Phased Retirement, when signed by you and approved by the University, shall constitute a formal agreement.

2. You will be required to participate in the teaching, advising, service, and research activities of the department, subject to the part-time provisions of your appointment. While the level of responsibilities in teaching, advising, service and research shall at all times be proportionate to the level of Appointment specified above, specific workload and activity assignments for each academic year shall be handled through normal departmental processes. Such specific responsibilities must be consistent with the provisions of the Faculty Handbook, are subject to change in accordance with the needs of your department, College, and the University, and are subject to approval by the Provost. Any modification of the terms and conditions set forth in this Request for

Phased Retirement must be accomplished by filing a new Request and is not binding until/unless approved on behalf of the University by the President.

3. Release and Conditions

3.1 Acceptance of your Request for Phased Retirement constitutes a legally binding release, for yourself, your heirs, executors, administrators, successors, and assigns, and discharges the University, the Board, the respective members, officers, agents and employees of such entities from all claims, rights, and causes of action of any and every kind, nature and character, known or unknown, arising from or in any way connected with the offer and acceptance of this Phased Retirement. Such claims specifically include, but are not limited to, any claims under the Age Discrimination in Employment Act of 1987 and the Older Workers Benefit Protection Act of 1990 (the "OWBPA").

3.2 Specifically, by execution of this Request you acknowledge that the release contained in paragraph 3.1 above follows and conforms with the criteria set forth in the OWBPA in that it:

a. Is entered into knowingly and voluntarily; and
b. Provides consideration beyond that to which you are otherwise entitled, including but not limited to the University's agreement to grant your request for part-time appointment.

3.3 Notwithstanding the provisions of paragraph 3.1 above, execution of this Request does **not** waive any claims based on occurrences after the date the Agreement is executed.

3.4 Pursuant to the OWBPA, you have twenty-one (21) days from receipt of the Agreement to Retire to review and consider its terms and conditions before signing.

By signing this Request you acknowledge and agree that you received the terms outlined in the Progressive Phased Retirement Program Agreement at least twenty-one (21) days prior to the date set forth below next to your signature.

3.5 You may revoke this Request by delivering written notice of such revocation at any time within seven (7) calendar days after the date set forth below next to your signature. For a revocation to be effective, written notice must be delivered to the Chair/Head of your Department and date-stamped as "received" within the seven (7) calendar- day period.

3.6 This Request constitutes notification and by signing it you acknowledge that you have the right to consult an attorney prior to signing this document and that you are hereby advised by the University as your employer to consult with an attorney of your choice before signing this Request.

***Please attach a Plan of the agreed-upon duties and responsibilities for the duration of the phased retirement term (e.g. distribution of effort during the academic year,**

courses to be taught, research/scholarly activities, and/or service/outreach obligations), signed by the faculty member and the department Chair/Director.

If this Request is approved, such approval will be deemed to be granted in consideration of your binding and enforceable promise to fully retire and resign from your tenured position at the University at the end of the period specified above. Upon such approval, the University and you will enter into the Agreement attached hereto.

I have read, understand, and accept the forgoing provisions pertaining to my Request for Phased Retirement.
Signed:

_____ Date:_____
(Signature)

_____
(Printed name)

APPROVED BY:
Department of _____
College of _____

By: _____ Date:_____
Department Chair/Director

By: _____ Date:_____
Dean

Eligible for Retirement: ☐ No ☐ Yes Eligible as of: _____
Comments:_____

By: _____ Date:_____
Human Resources

By: _____ Date:_____
Provost/Executive Vice President

APPROVED ON BEHALF OF THE UNIVERSITY:

By: _____ Date:_____
President