

UNIVERSITY OF NORTH CAROLINA
SCHOOL OF THE ARTS

OFFICE OF FACULTY AFFAIRS

**PHASED RETIREMENT PROGRAM
APPLICATION & RE-EMPLOYMENT AGREEMENT**

Instructions

1. **Faculty Member:** Complete form and submit to your Dean for approval by **February 15**.
2. **Office of the Dean:** Once signed by the Dean, route to facultyaffairsforms@uncsa.edu by **March 1**.
3. Faculty Affairs will return a signed copy of this Agreement to the Faculty Member via certified mail along with a General Release. The Office of the Dean will receive copy of this Agreement as well.

Employee Name: _____ School/Division: _____

Age: _____ Years of Service: _____ Retirement Plan: ORP TSERS

Effective Date of Resignation: July 31, _____

Reemployment Obligation from August 1, _____ to July 31, _____

I understand that, in order to be eligible to participate in the program I must:

- Be a full-time faculty member employed under a five or ten-year fixed term contract;
- Have at least five years of full-time service at UNCSA;
- Be age 62 or older if a member of TSERS or 59 ½ or older if a participant in the ORP;
- Be eligible to receive retirement benefits through either TSERS or the ORP, as applicable;
- Vacate any full-time administrative or staff positions that I occupy, if any;
- Have this Application and Agreement approved and signed by the UNCSA Provost following (a) evaluation of the conditions referenced in the Program Summary enclosed with this agreement and UNC Policy 300.7.2 and (b) if such conditions are met as determined by such officer, the development of a work plan to be mutually agreed upon between UNCSA and me and incorporated as part of this Agreement; and
- Execute and not revoke this Agreement and the General Release attached to it.

To participate in the University of North Carolina Phased Retirement Program (the "Program"), I understand that I must voluntarily resign my full-time employment with the University of North Carolina School of the Arts ("UNCSA"), give up my multi-year contract status and accept a half-time, non multi-year contract, phased retirement position. I further understand that I may elect to start receiving the benefits I have accrued under either the Teachers' and State Employees' Retirement System ("TSERS") or the Optional Retirement Program ("ORP") but am not required to do so. Furthermore, all retirement benefits for which I am eligible shall be

determined in accordance with the applicable Plan. I understand and acknowledge that my decision to participate in this Program is voluntary and binding.

Upon the acceptance of my application to participate in the Program, UNCSA is obligated to offer me reemployment for a term of two years. My reemployment shall be on a half-time basis (or the equivalent thereof). Compensation during the period of reemployment shall initially be one-half the salary I was earning during my last 9- or 12-month term of full-time employment prior to entering the Program. The salary will be paid in equal monthly installments during each month of my reemployment obligation. Should I fail to complete my reemployment obligation, I understand I may be liable for any resulting salary overpayment.

I will continue to be subject to performance reviews for my reemployment period. Subject to any limitations imposed by the State Retirement System and the legislative appropriations process, I will be eligible for salary increases and merit pay in subsequent years of Program participation based on annual evaluations. I am not eligible for supplemental pays for additional work as this would constitute an increase to a greater than half-time load which is not allowed by policy.

I may also participate in all state or institutional employee benefit programs for which I am eligible as a half-time employee or retiree. I understand that UNCSA will not provide housing or other types of personal support.

HALF TIME WORK PLAN

Eligible Faculty Members who seek to enter the Phased Retirement Program of the University of North Carolina School of the Arts must submit as part of their Phased Retirement Application and Reemployment Agreement an approved Half-time Work Plan. The determination of half-time work load is based on an average of one half of the participant's faculty work load over the past two academic years. Duties may include teaching, research and creative activities, service, advising, writing of grants and publications. The terms of this Plan will specify the exact duties to be performed by the Eligible Faculty Member on half-time employment, as well as any services, facilities, and support to be provided by his or her department and college during the period of phased retirement. The Eligible Faculty Member's Phased Retirement Application and Reemployment Agreement and Half-time Work Plan must be mutually acceptable to the Eligible Faculty Member and Dean and approved by the Provost.

1. Terms of Half-time Employment:

Year 1

One Semester at Full Time

Fall Spring

Two Semesters at Half-Time

Year 2

One Semester at Full Time

Fall Spring

Two Semesters at Half-Time

b. Professional association activities, outreach, and other service activities:

5. Facilities and Equipment Provided

a. Office Space:

b. Classroom Space:

c. Clerical Assistance:

d. Computer and Other Equipment:

e. Other Agreed Provisions:

I will remain subject to The Code of The University of North Carolina. In addition, without expressly or constructively terminating this Agreement, UNCSA may place me on temporary leave with pay and /or reassign my duties during or as result of any investigation or disciplinary action involving UNCSA. Such authority shall be invoked only in exceptional circumstances when my dean determines that such action is in the best interest of UNCSA. Further, nothing in the Program, its guidelines or this Agreement shall in any way be interpreted to provide me with greater rights, claims or privileges against UNCSA and/or the University of North Carolina regarding continued employment than otherwise provided in The Code and Policies of the University of North Carolina and UNCSA.

At the conclusion of the two-year reemployment period under the Phased Retirement Program neither UNCSA nor The University of North Carolina has any obligation to offer me additional employment

This Agreement may be terminated at any time upon the mutual written agreement of the parties.

SIGNATURES

Faculty Member

Dean

Faculty Affairs

Human
Resources

Provost