

**UNIVERSITY OF NORTH CAROLINA
PHASED RETIREMENT APPLICATION AND REEMPLOYMENT AGREEMENT**

EMPLOYEE NAME: _____

EFFECTIVE DATE OF RESIGNATION: _____ DATE REEMPLOYED: _____

REEMPLOYMENT OBLIGATION FROM _____ TO _____

INSTITUTION: _____

DEPARTMENT: _____

AGE: _____ YEARS OF SERVICE: _____ RETIREMENT PLAN: _____

To participate in the University of North Carolina Phased Retirement Program (the "Program"), I understand that I hereby voluntarily resign my full-time employment with the University of North Carolina at Wilmington ("UNCW"), give up my tenured status, and accept a half-time, non-tenured 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 Plan ("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 irreversible.

Upon the acceptance of my application to participate in the Program, UNCW is obligated to offer me continued employment for a term of three years. Such employment shall be on a half-time basis (or the equivalent thereof). Compensation during the period of my phased retirement shall be at one-half of the last full-time 9-month or equivalent salary received prior to Program participation. However, subject to any limitations imposed by the State Retirement System, in subsequent years I will be eligible for salary increments and merit pay increases based on annual evaluations.

I may also participate in all state or institutional employee benefit programs for which I am eligible as a half-time employee or retiree.

During my phased retirement, I will continue to be subject to performance reviews as before. I also understand that I will remain subject to The Code and Policies of the University of North Carolina and UNCW. In addition, without expressly or constructively terminating this Agreement, UNCW may place me on temporary leave with pay and/or reassign my duties during or as a result of any investigation or disciplinary action involving UNCW. Such authority shall be invoked only in exceptional circumstances when my department or division head determines that such action is in the best interest of UNCW. 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 UNCW 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 UNCW.

The specific duties which I shall perform under this Agreement are as follows:

These duties may be renegotiated between my supervisor and me during the course of the PRP. In addition, consistent with North Carolina law, the Code, and UNCW Wilmington policies, I understand and agree that the university has the option to modify the duties that I will perform during the PRP in light of department or program need, employee performance, or employee conduct.

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

- Be a full-time tenured faculty member;
- Have at least five years of full-time service at the constituent institution of the University of North Carolina at which I am currently employed;
- 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 Chief Academic Officer of UNCW 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 UNCW and me and incorporated as part of this Agreement; and
- Execute and not revoke this Agreement and the General Release attached to it.

At the conclusion of the three-year phased retirement employment period, neither UNCW 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.

Signed _____ Date _____
Eligible Faculty Member

Signed _____ Date _____
Department Head

Signed _____ Date _____
Dean of School

Signed _____ Date _____
Chief Academic Officer