

**ELIZABETH CITY STATE UNIVERSITY
PHASED RETIREMENT APPLICATION AND REEMPLOYMENT AGREEMENT**

EMPLOYEE NAME: _____

EFFECTIVE DATE OF RESIGNATION: _____ DATE REEMPLOYED: _____

REEMPLOYMENT OBLIGATION FROM _____ TO _____

INSTITUTION: _____ ELIZABETH CITY STATE UNIVERSITY _____

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 ("UNC")/ **Elizabeth City State University** (name of institution), 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, **Elizabeth City State University** is obligated to offer me continued employment for a term of **three** years, beginning on _____. Such employment shall be on a half-time basis (or the equivalent thereof). Compensation during the period of my phased retirement shall be one-half of the fulltime salary I was earning immediately prior to phased retirement based on my last 9- or 12-month contractual term of full-time employment, as applicable. 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. Those programs currently include:

- Social Security and Medicare tax, Life Insurance**
- Federal and state income tax, After-Tax Dental Insurance**
- Workers' Compensation Credit Union Deductions**
- Liability Insurance Leave / Colonial**
- State Health Plan Investor's Consolidated**
- NC Flex Benefits AFLAC / Pre-Paid Legal Services**
- Voluntary Supplemental Retirement College Foundation of NC**

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 **Elizabeth City State University**. In addition, without expressly or constructively terminating this Agreement, **Elizabeth City State University** 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 **Elizabeth City State University**. 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 **Elizabeth City State University**. 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 **Elizabeth City State University** 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 **Elizabeth City State University**.

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

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 **Elizabeth City State University** 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 **Elizabeth City State University** 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 **Elizabeth City State University** 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

**ELIZABETH CITY STATE UNIVERSITY
PHASED RETIREMENT PROGRAM
GENERAL RELEASE**

1. **CONTEXT OF THIS GENERAL RELEASE.**

I, _____, am entering into this General Release in accordance with The University of North Carolina Phased Retirement Program (the "Program") and with the associated Application and Reemployment Agreement (the "Agreement") between *Elizabeth City State University*, a constituent institution of the University of North Carolina, and me, dated _____.

2. **ENTITIES AND PERSONS RELEASED.**

As to the matters identified in paragraph 3, below, I hereby **release and forever discharge the following entities and persons:** the State of North Carolina; the University of North Carolina; **Elizabeth City State University**; such entities' respective parent and subsidiary organizations; the employee benefit plans of the foregoing entities; all current and former officers, directors, trustees, board members, agents, and employees of the foregoing entities (in both their official and individual capacities); and all successors of the foregoing entities and persons, all hereinafter referred to as "**Released Parties.**"

3. **MATTERS RELEASED.**

I hereby understand and acknowledge that by entering into this General Release, I am releasing the Released Parties from any and all claims, actions, causes of action, demands, rights, damages, costs, sums of money, accounts, covenants, contracts, promises, attorney fees, and all liabilities of any kind or nature whatsoever at law, in equity, or otherwise which I or my heirs, personal representatives, executors, administrators, successors, or assigns (as to whom this General Release is also binding) ever had, now have, or may have against any of the Released Parties **on account of any and all events, occurrences and omissions arising in any way from my employment by Elizabeth City State University, the conclusion and resignation of my full-time tenured employment status, the voluntary relinquishment of my tenure rights, or my entering into the Agreement, at any prior time down to the date on which I have signed this General Release.**

4. **MATTERS NOT RELEASED UNDER THIS GENERAL RELEASE.**

Notwithstanding the foregoing paragraphs, I do not waive or release any claims that may arise after the date I execute this General Release. I also do not waive or release my right to seek employee retirement benefits or to seek or continue to receive other employee group benefits to which I am now entitled or for which I will be eligible while a participant in the Program, whether my eligibility for any such employee retirement benefit or employee group benefit has been established by federal or North Carolina law or by contract between me and my employing institution. In addition, I do not waive or release: (a) my vested and accrued rights as a participant in the University or **Elizabeth City State University** 401(a), 403(b), pension, deferred compensation, incentive and/or any other vested plan or retirement benefit; (b) my right to potential indemnification and/or defense as a current or prior officer or employee of **Elizabeth City State**

University under its applicable policies, bylaws or insurance plans or under applicable law; or (c) my right to assert any claims relating to the obligations of the University or **Elizabeth City State University** under the attached Agreement.

5. **LAWS UNDERLYING MATTERS RELEASED.**

I understand that this General Release releases any and all claims pursuant to paragraph 3, above, against Released Parties, whether such claims are now known or later discovered, which I may have relating in any way to my employment by **Elizabeth City State University**, the conclusion of my full-time employment status, the voluntary relinquishment of my tenure rights, or my entering into the Agreement, including without limitation any Claims under the law of contract or tort; the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621 et. seq.), including the Older Workers Benefit Protection Act of 1990; Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000e et. seq.), including the Civil Rights Act of 1991 and the Civil Rights Acts of 1866, 1870, and 1871 (42 U.S.C. §§ 1981 et. seq.); the Americans with Disabilities Act (42 U.S.C. §§ 12101 et. seq.); and the Rehabilitation Act of 1973; or any other federal, State, or local statutory or common laws relating to employment discrimination or employment. I further acknowledge and agree that I do not have any prior or current claims and/or I am not entitled to any compensation or other benefits arising under the Fair Labor Standards Act (29 U.S.C. §§ 201 et. seq.) or Family and Medical Leave Act (29 U.S.C. § 2601 et. seq.) that have not otherwise been paid or provided to me by the Released Parties to date, if and as applicable.

6. **PROPER PRIOR NOTICE OF CERTAIN INFORMATION.**

I also acknowledge that I have been provided with a notice, as required by the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act of 1990, that contains information about individuals covered under the Program, eligibility factors for participation in the Program, time limits applicable to the Program, the job titles and ages of the employees in the identified job classification or organizational unit designated as eligible to participate in the Program, and the ages of all individuals in the same job classification or organizational unit who have not been designated as eligible to participate in the program.

7. **TIME TO CONSULT AN ATTORNEY, TO CONSIDER SIGNING THIS GENERAL RELEASE, AND TO CONSIDER REVOKING THIS GENERAL RELEASE.**

I understand and acknowledge that, as provided in the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act of 1990, I have the right, and that I have been encouraged, to consult an attorney before entering into the Agreement and this General Release. I understand that I have at least forty-five (45) days in which to consider whether to execute the Agreement and this General Release. I understand that any decision I may make to sign the Agreement and this General Release before the end of the 45-day period is knowingly and voluntarily made and is not induced by **Elizabeth City State University** through fraud, misrepresentation, or threat to withdraw or alter this Agreement and General Release prior to expiration of the 45-day

period. I further understand that I may revoke this General Release and Agreement within seven (7) calendar days after signing the General Release, if I so choose, by providing written notification of my withdrawal to the academic department chair with copies to the school dean and provost. The Agreement and this General Release will not be effective or enforceable until the 7-day revocation period has passed without my having revoked such commitments.

8. MEANING OF CERTAIN TERMS.

I understand that, as used in this General Release, references to "the University of North Carolina" include all the University's constituent institutions; present and former members of the Board of Governors of the University of North Carolina and of the Boards of Trustees of the constituent institutions; and their faculties, employees, agents, successors, and assigns. I also understand that references to "the State of North Carolina" include all of the State's political subdivisions, administrative agencies, employees, agents, representatives, successors, and assigns.

9. EFFECT OF SIGNING THIS GENERAL RELEASE.

By executing this General Release, I acknowledge that I understand all of its terms and that I am executing it voluntarily and without duress of any kind, and with full knowledge and understanding of its significance. I also acknowledge that I am entering into this General Release in exchange for consideration in addition to anything of value that I am otherwise entitled to receive. I further agree that should a portion of this General Release be held void, the remainder of this General Release shall continue in full force and effect.

Date

Employee Signature

STATE OF _____

COUNTY OF _____

I, a Notary Public in and for the aforesaid state and county, hereby certify that

_____ appeared before me this _____ day of

_____, _____, and executed the foregoing General Release.

(SEAL)

Notary Public

My Commission Expires: _____