

XII. VOLUNTARY PHASED RETIREMENT

On February 18, 1998, the Washburn University Board of Regents approved the following phased retirement program:

Generally

The Voluntary Phased Retirement Program permits eligible employees to reduce their workload in preparation for full retirement from Washburn University. When approved for the program, pursuant to written agreement, the employee's appointment with the University is reduced and her/his salary is also proportionately reduced from her/his full-time salary. The employee receives employer-paid benefits based on her/his full-time salary.

Who is Eligible for Phased Retirement?

Any employee in a benefits-eligible position who has completed at least ten years of full-time service shall be eligible to participate in the Phased Retirement Program upon reaching 55 years of age.

How is Participation in the Program Requested and Approved?

The employee shall submit a letter to her/his supervisor. If entry into the agreement is in the best interest of Washburn University, the supervisor shall forward the proposed agreement through normal channels to the President, and then to the Washburn Board of Regents for consideration.

How Long can an Employee Participate in the Program?

The maximum length of a phased retirement agreement shall be five (5) years. By entering into the agreement, the participating employee agrees to retire from Washburn University at the expiration of the agreement.

What is in the Phased Retirement Agreement?

Each phased retirement agreement shall specify:

- 1) the fractional time appointment (from 25% to 75% of their full time teaching or administrative load) to be served as mutually agreed upon by the University, through the Board of Regents, and the employee. Duties may be divided throughout each fiscal year as agreed to by these parties;
- 2) that the agreement concerning the fractional time appointment or assignment of duties may be modified by mutual agreement;
- 3) the initial salary to be paid for the fractional time appointment;
- 4) the full-time benefits to be enjoyed by the employee;
- 5) the duration of the agreement, which shall not exceed five (5) years, and the date of full retirement.

Benefits under the Program

While participating in the program, the employee continues to receive the following benefits:

- 1) the same health care benefits as "full-time" employees;
- 2) life insurance and disability benefit based on actual salary;
- 3) sick leave and personal leave (if eligible) based on fractional time appointment
- 4) employer's contributions to the Retirement Plan based on full-time salary;
- 5) the employee may contribute to the Retirement Plan and to Supplemental Retirement Annuity Program to the extent permitted by federal regulations;
- 6) for tenured members, retention of tenure;
- 7) continued full use of university facilities;

- 8) continued eligibility for annual salary increases; and,
- 9) holiday pay (if eligible) based on the fractional time appointment.

The employee is also eligible to participate in other voluntary benefit programs available to unclassified employees including, but not limited to, the educational assistance program and the cafeteria plan.

Miscellaneous

- 1) Participants in the Phased Retirement Program may partially annuitize their Retirement Plan.
- 2) Funding for the program will come from the existing salary base.
- 3) Regulations of the Board of Regents shall be used and followed relative to operation and implementation of the program.
- 4) An appointment under a phased retirement agreement must be at least 25% but no more than 75% of the employee's full time load.
- 5) Entry into a phased retirement agreement shall be voluntary on the part of Washburn University. Washburn University shall refuse to enter into the agreement when it is not in the best interests of the institution. Considerations that would affect the University's best interests include:
 - (a) the ability of a department, school, or area to accommodate the partial retirement without loss of program integrity and without placing an undue burden on other employees
 - (b) the extent of the financial impact that the partial retirement would have on the University
 - (c) the impact that the partial retirement would have on the University's ability to complete its mission and to fulfill its obligations to its students and communities.
- 6) The agreement may be rescinded within seven (7) days of the signature at the option of the employee. After that time, the agreement shall be irrevocable, except that it may be rescinded by mutual agreement of the University and the employee.
- 7) The agreement may, by mutual consent, be modified by changing the participant's fractional time appointment prior to the specified date of retirement or permitting the employee to take full retirement at an earlier date.
- 8) Employees who have retired at the end of their agreement shall not be precluded from re-employment on a post-retirement basis as a result of accepting a phased retirement agreement.
- 9) The phased retirement agreement entered into shall have a non-competition clause prohibiting employment of a phased retiree at a post-secondary education entity providing services in the state of Kansas.
- 10) This program shall undergo review for re-authorization, the initial period of which shall be in effect for three years beginning July 1, 1998 and ending June 30, 2001. Specific Board approval will be required to renew this program.