



Phased Retirement Decision Guide

Institutional Equity and Human Resources

4/22/2024

Overview

In 1994, the Board of Governors for Higher Education approved a Phased Retirement Program for full-time, tenured faculty of the Community College of Rhode Island.

It is important to note that the decision to participate in the Phased Retirement Program is irrevocable and involves a commitment on the part of the faculty member to retire no later than the end of the fiscal year during which they have turned age 65.

CCRI's Office of Human Resources is pleased to provide you with this Phased Retirement Decision Guide for faculty.

This guide has been developed to answer some of the most "Frequently Asked Questions" when contemplating retirement including your options regarding continued health insurance coverage, contacting Social Security Administration, and a host of other topics.

The earlier you begin to examine and make plans concerning these issues, the smoother the transition will be.

Should have any additional questions or need any clarification, please contact [Human Resources](#).

Note: Although every attempt is made to keep the content of this Guide accurate and current, this information is provided for informational purposes only. The College will not be bound by any clerical or content errors. Information on these pages is also subject to change without prior notice.

Program Specifications

Phased-In Retirement is defined as a period of part-time employment preceding retirement. The program includes a pro-rated salary equivalent to the appropriate percentage of full-time work, continued available group health insurance coverage, and continued pro-rated contributions to the employee's Internal Revenue Code § 403b retirement plan.

1. Eligible faculty are those full-time tenured faculty who have a minimum of ten continuous years of full-time employment at the Community College of Rhode Island and are between the ages of 55-65 years of age at the time of commencement of a phased-in assignment. Participation in the program is purely voluntary on the part of the faculty member.
2. All candidates must formally apply in writing in order to be considered for participation in the program.
3. Initial approval of an application will be required by the department chairperson, who shall forward their recommendation to a committee comprised of administration and faculty. After reviewing all candidates, the committee will forward its recommendations to the president (or his designate), whose decision shall be final.
4. The decision to participate in the Phased-In Retirement Program is irrevocable and involves a commitment on the part of the faculty member to commence a phased-in assignment immediately and to retire no later than the end of the fiscal year during which the faculty member attains age 65.
5. The faculty member shall notify the administration, if possible, at least one semester in advance of their intended retirement.
6. A phased-in assignment will consist of either:
 - a. teaching full-time for one semester during the academic year, and the faculty member shall have no assignment for the remaining semesters in that year; or
 - b. teaching half-time for both semesters of the academic year.
7. Subject to applicable laws, rules, and regulations governing faculty members' retirement accounts (non-ERS), a faculty member may annuitize their retirement account and receive income from the account while on phased retirement. This shall not be required.

8. The College shall provide health/dental insurance coverage during the phased-in period for the entire year in accordance with applicable law and the Faculty Association contract. The faculty member will continue to make their co-payment toward health insurance.
9. The College's contribution to the faculty member's retirement program will be based on a pro-rated one-half salary rate.
10. Sick leave accrued after the phased-in process begins will be pro-rated at the 50% rate in accordance with contract provisions.
11. Participating faculty members shall be eligible for tuition waiver then available to full-time faculty.
12. Upon termination or retirement, accumulated salary reduction days will be paid at the then current full-time salary rate so long as the faculty member accumulated such days at a full-time salary rate.
13. Participation in the Phased-In Retirement Program shall not confer any greater job security, rights, or status in the phased-in assignment than the faculty member would otherwise be entitled to under the provisions of the collective bargaining agreement and applicable law.
14. Net savings achieved by the plan will be applied toward enhancement of the academic enterprise. If there are recurring savings, these may be utilized, on recommendation of the administration, for salary adjustments.
15. Any faculty member who participates in the Phased-In Retirement Program is ineligible for full-time or part-time re-employment in positions under the jurisdiction of the Board of Governors for Higher Education. However, participating faculty members may be hired on a per course hourly lecturer basis, subject to applicable laws and regulations.
16. This program and its provisions shall be subject to and construed consistently with applicable laws, regulations, policies, management rights, and authority of the Board of Governors.

Faculty Phased Retirement Application

Part I: To be completed by applicant			
Name		CCRI ID	
Department		Date of Hire	
Date of Birth		Effective Date	
Are you a Department Chair?		Are you a Program Director?	
Select one of the options below:			
<p style="text-align: center;">I want a half-time teaching assignment both semesters of the academic year.</p>		<p style="text-align: center;">I want a full-time teaching assignment one semester and no teaching assignment one semester.</p> <p style="text-align: center;">During which semester do you NOT want a teaching assignment?</p> <p style="text-align: center;"> Fall Spring </p> <p style="text-align: center;">What is your usual course load for that semester?</p> <p style="text-align: center;"> Contact Hours: Credit Hours: </p>	

Please indicate how you plan to stay informed of current developments in your academic field.

Note: The decision to participate in the Phased retirement Program is irrevocable. By voluntarily participating in this program, the applicant commits to retire, at the latest, at the end of the fiscal year in which they have turned 65 years of age.

Signature: _____

Date: _____

Part II: To be completed by Department Chairperson	
Please indicate how the applicant's course load, and other responsibilities, if applicable, will be covered.	
Please state your recommendation and supporting reasons.	
Signature: _____	Date: _____

Part III: To be completed by Phased Retirement Program Committee		
Committee Recommendation:	Approve	Disapprove
Please state the committee's supporting reasons.		
Signature: _____	Date: _____	

Part IV: Decision of President or Designee		
President's Decision:	Approve	Disapprove
Signature: _____	Date: _____	

**Waiver of Claims Under the
Age Discrimination in Employment Act
29 U.S.C. Section 621 et seq.**

This waiver is entered into by the undersigned for the purpose of waiving any and all rights or claims the undersigned may have under the Age Discrimination in Employment Act related to my participation in a Phased Retirement Program and the undersigned's commitment and obligation to retire from employment no later than age 65 as part of said Phased Retirement Program which is appended hereto as Exhibit 1.

_____ Represents and affirms that I choose voluntarily and willingly to participate in the said Phased Retirement Program and that I voluntarily choose and desire to retire completely from employment from the Community College of Rhode Island no later than age 65 in accordance with said program. I recognize and agree that participation in said program is on a purely voluntary basis and that I am no obligated in any way to participate in said program. I further recognize and acknowledge that it is my choice to retire no later than the age 65, and that I choose to do so attendant to my participation in said program. I further acknowledge that my participation in said program is subject to approval of the administration as described in said program.

As to my execution of this waiver, I do so knowingly and voluntarily. I understand that I am not waiving rights or claims that may arise after the date that this waiver is executed.

I understand that I am waiving rights and claims in exchange for the consideration of being approved by the administration for participation in said Phased Retirement Program and for the benefits thereof, and pursuant to the request of the administration that this waiver be executed attendant to said participation.

I acknowledge that I am advised hereby to consult with my attorney prior to executing this agreement and that I have a period of forty-five (45) days within which to consider executing this agreement. I further acknowledge that I have a period of seven (7) days following my execution of this agreement during which I may revoke this agreement and that the agreement shall not become affective or enforceable until the revocation period has expired.

I further acknowledge that I have read and am familiar with the Phased Retirement Program as described in the attached Exhibit 1. In accordance with the foregoing, I hereby knowingly and voluntarily execute the following waiver.

For and in consideration of the approval of the Board of Governors for Higher Education acting through the Community College of Rhode Island of my application to participate in said Phased Retirement Program as set forth in Exhibit 1, I hereby remise, release, and quit claim unto and forever discharge the State of Rhode Island, the Board of Governors for Higher Education, its members, officers, agents, representatives, servants, employees, successors and/or assigns of and from any and all claims, actions, causes of action, complaints, suits, rights, judgments and demands whatsoever, which I ever had, now have, or may have as of the date of this release and waiver under the Age Discrimination in Employment Act, 27 U.S.C. Section 621 et seq. Arising from or in any way relating to my participation in said Phased Retirement Program and or the requirement of said program, and the commitment I have made to retire from employment no later than age 65. This waiver and release also applies to any other state or federal legislation which corresponds to or addresses the subject matter, rights, or responsibilities addressed in the Age Discrimination in Employment Act, 27 U.S.C. Section 621 et seq., including R.I.G.L. Chapter 28-5. I have read and understand the provisions of this waiver and I am voluntarily executing this release and waiver.

In witness, whereof, I have signed and executed the foregoing general release, this _____ day of _____, _____.

Executed in the presence of _____.

Signature

Date