

WEST VIRGINIA UNIVERSITY AT PARKERSBURG BOARD OF GOVERNORS

**AUGUST 16, 2022
AGENDA**

Members

Steve Hardman, Board Chair

Joe Oliverio, Vice Chair

JP Hushion, Secretary

Donna Smith

Jason Landers

Stephanie McCoy

Ami Shaver

Blaine Hess

Savannah Morgan

Dr. Rose Beebe

Lauren Hissem

Dr. Torie Jackson

President



SCHEDULE

West Virginia University at Parkersburg Board of Governors

Tuesday, August 16, 2022

11:30 a.m.	Executive Committee	President's Conference Room – Room 1100
12:30 p.m.	Lunch	Francis & Nina Phares Board Room – Room 1300
2:00 p.m.	Academic and Student Services Committee	President's Conference Room – Room 1100
2:00 p.m.	Administrative Services Committee	WVUP Proud Conference Room – Room 1207
3:15 p.m.	Board Meeting	Francis & Nina Phares Board Room – Room 1300

WEST VIRGINIA UNIVERSITY AT PARKERSBURG BOARD OF GOVERNORS
 Meeting of August 16, 2022
 Francis & Nina Phares Board Room
 3:15 p.m.

- | | | |
|-----|--|--|
| 1. | Call to Order | Board Chair, Steve Hardman |
| 2. | Swearing in of new Board members | Honorable Anita Ashley |
| 3. | Roll Call | Brady Whipkey
Chief of Staff to the President
Secretary to the Board |
| 4. | President’s Report | Dr. Torie Jackson,
Interim President |
| 5. | Approval of Minutes | |
| | • Regular Meeting – June 14, 2022..... | 4 |
| 6. | Committee Reports | |
| | • Executive Committee | Steve Hardman |
| | • Academic and Student Services Committee | Joe Oliverio |
| | • Administrative Services Committee | JP Hushion |
| 7. | Information Items | |
| | • Fiscal Update | Alice Harris, Executive VP
Finance & Administration..9 |
| | • Presidential Search Timeline | Steve Hardman, Chair 10 |
| 8. | Action Items | |
| | • Approval of Stepped Retirement Program Policy | Dr. Torie Jackson,
Interim President 11 |
| | • Approval of Delegation of Powers to the
Interim President | Donna Smith,
Board Member22 |
| 9. | Board Comments/Announcements | |
| 10. | Next Meeting
September 20, 2022 | |
| 11. | Adjournment | |

MINUTES
WEST VIRGINIA UNIVERSITY AT PARKERSBURG
BOARD OF GOVERNORS
June 14, 2022

A regular meeting of the West Virginia University at Parkersburg Board of Governors was held on Tuesday June 14, 2022, in the Francis & Nina Phares Board Room of WVU Parkersburg and via Zoom Video Conferencing, beginning at 3:15 p.m. Board members present were: Steve Hardman, Joe Oliverio, JP Hushion, Donna Smith, Jeff Matheny, Jason Landers, John Denbigh, Rose Beebe, Kim McFee and Lauren Hissem. Others present included Dr. Chris Gilmer and Brady Whipkey.

Guests present included administrators, faculty and staff.

1. Call to Order

Mr. Hardman, Chair of the WVU at Parkersburg Board of Governors, called the meeting to order.

2. Roll Call

Roll Call was taken by Brady Whipkey, Chief of Staff to the President and Secretary to the Board of Governors, noting that a quorum was present.

3. President's Report

President Gilmer and David thanked the Board of Governors, Foundation Board, and employees of WVU Parkersburg for their four years of service to the College and community.

President Gilmer also provided the following report:

WVUP Proud
A Portrait of Mission-Driven Growth and Responsiveness to Community
June 14, 2022
Presented to the West Virginia University at Parkersburg Board of Governors
By Chris Gilmer, Ph.D., President

Abridged Factual Overview of WVU Parkersburg

Total Projected Cash Reserves, as of June 30, 2022

\$19,213,461

(increased more than 50 percent in four years)

Total Federal Grants, July 2018 to Present

\$11,467,437

(competitive grants won proactively)

Total Number of Competitive Grants Received, July 2018 to Present 128

Total Number of Learn and Earn Grants Received, July 2018 to Present 50

Current Learn and Earn Grants 32

Variable, \$14 million

Total Unduplicated Academic Enrollment, fall 2021-Present 2,478 HC;

1,752 FTE

Total Number of Employees, full- and part-time 172 PT)	393 (221 FT,
Total Number of Full-time Faculty	106
Total Number of Academic Programs (17 certificates, 24 associate degrees, 15 bachelor's degrees)	56
Total Number of Skill Sets and Advanced Skill Sets	17
Ratio of Credentials/Associate Degrees to Bachelor's Degrees	3.5 to 1
Total WVUP Educational and Outreach Sites (increased from two in July 2018)	14

Abridged List of Recent Accomplishments and Coming Attractions

The WVUP Proud Campaign, culminating in 2021 and tied to our 60th birthday, set a goal of raising \$3 million in three years. We doubled that goal by raising \$6.3 million in two years.

In fall 2022 and in partnership with Coplin Health Systems, we will open a full-service primary healthcare facility on our Parkersburg campus with low-cost or no-cost primary health services for students and their families and low-cost health services for employees and the broader community. In partnership with the WVU at Parkersburg Foundation, we are raising funds to defer student costs.

WVUP has won 23 national marketing awards over the last three years in competition with colleges nationwide, more than any other college or university in West Virginia, and particularly noteworthy since we do not hire ad agencies to produce our ads. We develop them in-house with student leadership as part of our experiential learning program.

While we have experienced some decline in enrollment this year based on the pandemic, WVUP posted the highest headcount enrollment growth among the 19 public colleges and universities in West Virginia immediately prior to COVID and has doubled the enrollment in our Early College high school program over the past four years. Overall enrollment is up 5 percent comparing the past three years to the three years immediately preceding Dr. Gilmer's presidency. Retention is up 9 percent comparing the past three years to the three years immediately preceding Dr. Gilmer's presidency.

WVUP has brought the Riverhawk Farm back into production in partnership with Mister Bee Potato Chips, securing \$1 million in grants and private gifts to support rebuilding the farm into an experiential learning opportunity for students and a partnership opportunity with business and industry.

Community relationships between WVUP and the business, industry, educational, and nonprofit sectors are the strongest they have been in many years through deliberate and consistent community outreach and the opening of WVUP on Market, a new community-based center in downtown Parkersburg.

In partnership with the WVCTCS and Blue Ridge Community and Technical College, WVUP was one of only two colleges chosen by Arnold Ventures to replicate the City University of New York's proven retention model for associate degree students, receiving \$1.7 million for project implementation, the largest gift in the history of WVUP. We are already seeing tremendous results in what we named the ASCEND program, Accelerating Student Completion: Encouraging New Dreams, with passage rates of ASCEND students 30+ percent higher on the first attempt in barrier first-year English and math courses.

WVUP renovated our library into a Student Success Epicenter, bringing together many of the academic student support functions into one space and under the leadership of the ASCEND program director.

WVUP is constantly developing new and exciting partnerships with business and industry, including incumbent worker training with Chemours, the first student-staffed professional computer call desk in the nation with Ntiva, and an innovative workforce development program with Constellium, to name a few.

WVUP secured grant funding to launch the Arts Collaborative of the MOV and has brought more than a dozen free-standing local nonprofit arts organizations together in collaboration, receiving the prestigious inaugural Mark Ivester Innovation Award from the Community Colleges of Appalachia.

WVUP was chosen as one of only nine community colleges nationwide for the most recent cadre of Metallica Scholars, a nationwide effort by this iconic rock band and the American Association of Community Colleges to elevate the prestige of technical education.

In partnership with the Erickson Foundation, WVUP has announced the first endowed faculty chair in its history, the C.O. and Charles F. Erickson Distinguished Faculty Chair in Entrepreneurship.

Governors, unless there are questions and with great respect for this Board, this concludes my report.

4. Approval of Minutes

Chairman Hardman, stated the minutes from the Regular Board meeting of April 12, 2022 and Special Meeting of May 3, 2022 are submitted for review. With no corrections to be made, minutes are approved as submitted.

5. Committee Reports

- Executive Committee

Chairman Hardman reported that the Executive Committee met to discuss the planning of the Presidential Transition.

- Academic and Student Services Committee
Mr. Oliverio reported EVP Torie Jackson, provided an update on the C.O. and Charles F. Erickson Endowed Chair.
- Administrative Services Committee
Mr. Denbigh reported VP Brady Whipkey, provided an update and tour of facility renovations to the Business Office, Human Resources, Early Learning Center-Coplin Clinic, and River Hawk farm

6. Information Items

- Fiscal Update
EVP Harris provided a detailed report on the budget summary as of month ending May 31, 2022. With review and discussion, Ms. Harris answered questions from the members.

7. Action Items

- Approval of FY 2023 Budget
President Gilmer and EVP Harris, presented to the Board the resolution for approval of FY 2023 Budget.

After review and discussion, Ms. Smith moved to approve the following resolution:

Resolved, That the West Virginia University at Parkersburg Board of Governors approves a final budget for West Virginia University at Parkersburg for 2022-2023.

Mr. Denbigh seconded the motion. Motion passed.

- Approval of Pay Increase for FY 23 for Full-Time Employees
President Gilmer and EVP Harris, presented to the Board the resolution for approval of a \$2,100 annual pay increase effective for the pay period beginning July 1, 2022, for all WVUP eligible full-time employees. Eligible full-time employees are those who were employed by WVUP on March 12, 2022, when the FY 2023 budget bill (SB 250) was signed into law.

After review and discussion, Mr. Denbigh moved to approve the following resolution:

Resolved, That the West Virginia University at Parkersburg Board of Governors approves a \$2,100 pay increase for eligible WVUP employees as described below.

Mr. Oliverio seconded the motion. Motion passed.

- Approval of Pay Increase for Adjunct Faculty and Full-Time Overload Contracts
President Gilmer and EVP Harris, presented to the Board the resolution for approval of a \$65 per credit hour across the board pay increase for adjunct faculty and full-

time faculty with overload contracts beginning for all contracts initiated for the Fall 2022 semester and thereafter.

After review and discussion, Ms. Smith moved to approve the following resolution:

Resolved, That the West Virginia University at Parkersburg Board of Governors approves a \$65 per hour pay increase for adjunct faculty and full-time faculty with overload contracts beginning with the Fall 2022 term which are reflected in the proposed changes to the attached WVUP Answer Book Policy IV-16 A.

Ms. Smith seconded the motion. Motion passed.

8. Possible Executive Session under the authority of WV Code §6-9A-4(b)(2A), to discuss confidential personnel matters.

None

9. Board Comments/Announcement

Chairman Hardman reported the CTC did approve the Interim President contract for Dr. Jackson, effective July 1, 2022. Next, Chairman Hardman reported the WVU Parkersburg Board of Governors meetings will be held on the 3rd Tuesday of the month, and there would be eight meetings in total for the academic year. Chairman Hardman then thanked Dr. Gilmer for his service over the past four years, noting that he is leaving the college better than he found it and that he has become a part of the University and the community and will forever be a part of our history.

10. Next Meeting

Next meeting will be held August 16, 2022.

11. Adjournment

With no further business to be discussed, Chairman Hardman, adjourned the regular meeting of the Board of Governors.

Respectfully submitted,

Brady Whipkey
Chief of Staff to the President
Secretary to the Board of Governors

Steve Hardman, Chair

JP Hushion, Secretary

**West Virginia University at Parkersburg Board of Governors
Meeting of August 16, 2022**

ITEM: Fiscal Update

RECOMMENDED RESOLUTION: Information Only

STAFF MEMBER: Alice Harris, Vice President
Finance & Administration

BACKGROUND:

EVP Harris will report on the state of the college's finances and the budget for month ending July 31, 2022.

**West Virginia University at Parkersburg Board of Governors
Meeting of August 16, 2022**

ITEM: Presidential Search Timeline

RECOMMENDED RESOLUTION: Information Only

STAFF MEMBER: Steve Hardman, Board Chair

BACKGROUND:

Chairman Hardman presents the following timeline for the Presidential Search:

November: Approve Search Procedures
Approve statement of characteristics/qualities for new President
Appoint search committee
Recruitment process begins

January: Receive applications

February: Committee identifies semi-finalist

March: Interview semi-finalists and determine finalists

April: Interview finalists

May 1: Selection

July 1: Start date

**West Virginia University at Parkersburg Board of Governors
Meeting of August 16, 2022**

ITEM: Approval of Stepped Retirement

RECOMMENDED RESOLUTION: *Resolved*, that the West Virginia University at Parkersburg Board of Governors approves the development and implementation of policies allowing and governing additional retirement options for employees, including stepped retirement or one-time retirement incentives.

STAFF MEMBER: Torie Jackson, Interim President

BACKGROUND:

WVU Parkersburg, as is the case with most institutions of higher education, might find it fiscally or academic beneficial to enter into stepped retirement or one-time retirement incentives with members of its faculty or staff. This is common practice at institutions nationwide. WVUP does not currently have a stepped retirement in place. The Voluntary Stepped Retirement Program addresses possible arrangements under which employees and the college can plan together for transitions between full-time work and full-time retirement.

WEST VIRGINIA UNIVERSITY—PARKERSBURG BOARD OF
GOVERNORS VOLUNTARY STEPPED RETIREMENT PROGRAM
Prepared for Faculty and Staff

INTRODUCTION

The Voluntary Stepped Retirement Program (VSRP) described here addresses possible arrangements under which individuals and University units can plan together for transitions between full-time work and full-time retirement. Under the Voluntary Stepped Retirement Plan eligible employees may request to voluntarily reduce their responsibilities from Full Time Effort (FTE) to a benefits-eligible level that is less than 1 FTE yet continues at a benefits-eligible level. Employees interested in the Voluntary Stepped Retirement program should be aware that decreasing the FTE of a position will also decrease the salary of that position by an equal amount. It can also affect years of service, leave accruals for staff employees, and may affect insurance premiums. Before choosing the Voluntary Stepped Retirement program, it is recommended that employees consult with their retirement or financial advisor.

The appropriate party to initiate discussion and possible action concerning a Voluntary Stepped Retirement Program is the individual faculty or staff member. Voluntary Stepped Retirement is available when the arrangement makes sense for the organization and the individual. VSRP is a defined time when the department and the individual can make arrangements to transition to the full-time retirement of the employee.

I. Statement of Purpose

The purpose of the Voluntary Stepped Retirement Program at West Virginia University—Parkersburg is (1) to provide an opportunity for transition into retirement, (2) to provide faculty and staff an opportunity to devote increased time to personal interests by reducing their hours while continuing to provide service to the University in their area of greatest expertise, and (3) to encourage efficient staffing, consistent with overall University and individual department needs. (4) VSRP defines the time allotted for the transition.

Participation in the Voluntary Stepped Retirement Program is not an entitlement or a right automatically available to all persons who meet the eligibility criteria. It is subject to administrative review and approval by the WVU-Parkesburg executive team and the appropriate supervisor of the terms and conditions reflected in a written contract. The contract specifies the arrangements under which the individual will be placed in Voluntary Stepped Retirement status.

University administrators will consider all requests for participation in the Voluntary Stepped Retirement Program. However, participation will depend upon the needs of the unit and the University and the conditions prevailing in the unit and the University at the time, including: the availability of coverage for assigned duties, disruption that such participation may create in the unit, the availability of funding, and operational needs of the unit. Units may identify additional criteria for review of requests. Voluntary Stepped Retirement will have a limited number of participants per fiscal year as decided by the President with input from the executive team.

II. Operating Guidelines for Voluntary Stepped Retirement Program

A. Basic Principles

1. The Voluntary Stepped Retirement Program is available to all University personnel who meet the minimum age and West Virginia service requirements of age 60 with 5 years of service or 30 years of service and any age. Employees interested in the VSRP should consult with their retirement and/or financial advisor before finalizing their request to participate in the VSRP. Participation is subject to administrative approval of the terms and conditions reflected in a written contract specifying the arrangements and the length of time under which the individual will be placed on Voluntary Stepped Retirement status. While it is anticipated that University administrators will give sympathetic consideration to requests by individuals to participate in the Voluntary Stepped Retirement Program, the nature of the working assignment of the individual may not lend itself to a reduced schedule or a reduction in responsibilities, and other practical considerations (e.g., lack of office space or laboratory facilities) may preclude approval in specific cases. All individual plans must be approved by the President.

2. The individual who enters the Voluntary Stepped Retirement Program on a permanent basis must agree to a reduced FTE (full-time equivalent) employment status with the University, with the clear understanding that the total FTE percentage for all services performed for the University as an employee cannot thereafter be increased, although it may thereafter be decreased. If the FTE is further decreased, an addendum to the contract would then be negotiated between the individual and the immediate supervisor, endorsed by the Dean or Vice President, and approved by the President. It must be understood that the salary/wages of the individual in Voluntary Stepped Retirement status will be reduced in direct relation to their FTE.

3. For a University faculty or staff member to enter a Voluntary Stepped Retirement Program on a permanent basis, the FTE percentage assignment for that employee must be reduced by at least one-fourth (i.e., to a level of 0.75 or less, but no less than 0.53, depending on current FTE) over the same or a reduced appointment period (i.e., a nine-month appointment may not be extended to twelve months, but a twelve-month appointment may be reduced to nine months). Exceptions to the limitations specified in this paragraph must have the approval of the appropriate Vice President.

4. For faculty and staff members who enter a Voluntary Stepped Retirement Program, all benefit plans will be continued at the same level available for personnel holding like positions and percentage of FTE, consistent with age and the applicable plan.

5. The specific arrangements for a Voluntary Stepped Retirement Program must be detailed in a written contract. Copies of the agreement will be maintained in the Human Resources office.

6. When the Voluntary Stepped Retirement period concludes, employees become "fully retired," but are eligible to continue PEIA insurance only if they have completed 30 years of contributory service (and are at any age), or have completed at least 5 years of contributory service and are at least age 60. These age and service requirements must also be met in order to apply sick leave and/or teaching credit toward PEIA retiree premiums. (Contact Human Resources, Compensation and Benefits for more information on credit that may apply by calling (304) 424-8290.)

B. Procedural Steps

1. An individual who wishes to be considered for participation in the Voluntary Stepped Retirement Program should recognize that decreasing their FTE will also decrease their salary/wages and will affect their longevity pay. Decreasing FTE may also affect leave accruals for staff and can affect premium costs of insurance. In addition, they should consult with their retirement and/or their financial advisor to determine their best options. If they are still interested in the VSRP, they should submit an application for such consideration to the department head or director at least six months in advance of the date upon which Voluntary Stepped Retirement is to be initiated. After consultation with the dean and appropriate supervisor, the employee will be advised whether the request has tentative approval. If it appears that the request has no reasonable likelihood of achieving approval by the appropriate Vice President, the employee should be so advised at the earliest possible date. Denial of a request does not preclude the filing of a subsequent request. If it appears reasonably likely that arrangements can be agreed upon for Voluntary Stepped Retirement, the employee should be encouraged to proceed with the application. The final contractual agreement will be signed by the individual, the Dean or Director, and the President.

2. Upon receiving tentative approval, the employee should be advised to call Human Resources, Compensation and Benefits, at (304) 424-8290, to obtain information regarding the details of retirement income and, in particular, the nature of the various retirement income options that may be elected at the time the Voluntary Stepped Retirement option is initiated. A formal request should be made to the appropriate retirement agency for specific financial estimates as to the amounts of retirement income that could be expected under the various options. If applicable, the employee could arrange to meet with a TIAA-CREF Representative by calling 1-877-209-3136 for an appointment.

3. Forms for initiating income are available from the appropriate retirement agency; help completing the forms is available from TIAA-CREF and/or the Benefits Coordinator in Human Resources.

4. After meeting with the Benefits Coordinator, the employee should finalize the details of his/her contract with the appropriate dean or director and University Counsel if necessary.

C. Terms of Contractual Agreement

While it is anticipated that each agreement for a Voluntary Stepped Retirement Program will include its own individual terms, tailored to the needs of the department and the individual, the following topics should be specifically included and agreed upon between the parties:

1. Date upon which Voluntary Stepped Retirement will commence and end (upon entering full retirement).

2. The percentage of FTE, and specific working assignments, which will represent the individual's working effort for the University during the period covered by the Voluntary Stepped Retirement agreement.

3. The amount and source of the compensation to be paid to the faculty or staff member during the period of Voluntary Stepped Retirement, including, where appropriate, the basis upon which future salary adjustments will be made during that

period of time (e.g., "salary fixed for term of agreement," "salary subject to increases based on annual performance review," or "salary subject to available funding").

4. Provisions, if applicable, for office space, laboratory facilities, and support services during the term of the agreement.

5. Specific terms and conditions under which a further reduction in FTE status may be agreed upon, if appropriate.

III. Voluntary Stepped Retirement for Employees Enrolled in the TIAA/CREF Retirement Plan

A faculty or staff member electing Voluntary Stepped Retirement and enrolled in the TIAA/CREF Retirement Plan may elect to draw annuity benefits from TIAA/CREF based on accumulations attained by contributions over the years an individual worked in higher education. Whether it would be advantageous to draw the annuity benefit would depend upon the faculty or staff member's age and the amount in the individual's TIAA and/or CREF accounts.

If the faculty or staff member elects to draw from his TIAA-CREF accounts, options are available to allow the employee's contracts to remain open for future contributions, based on the reduced Voluntary Stepped Retirement salary.

The amount of the TIAA/CREF annuity income has no effect on the benefit that may be available from social security.

Recommendation: Any faculty or staff member considering Voluntary Stepped Retirement and enrolled in the TIAA/CREF Retirement Plan should request that TIAA/CREF provide a comparison of projected retirement annuity income payable when he or she begins Voluntary Stepped Retirement and at the planned date of full retirement before deciding if or how much income to request. More flexible options allowing for an inflation hedge include Interest Only (IPRO), Systematic Withdrawal, and/or the Graded Method of receiving annuity income. TIAA-CREF income should be viewed as a supplement to the Voluntary Stepped Retirement income, and plans should be made to allow for a greater income after the conclusion of the Voluntary Stepped Retirement period. Consultations may be scheduled with a TIAA-CREF Representative by calling 1-877-209-3136.

IV. Provisions Governing Voluntary Stepped Retirement for Employees Participating in State Teachers Retirement

The Voluntary Stepped Retirement Program has certain legislative limitations that restrict the options available to participants in the State Teachers Retirement System (STRS).

Voluntary Stepped Retirement participants may not draw STRS income benefits, which are only available to employees working less than .53 FTE, who are non-benefits eligible, and who meet the age and service requirements for retirement (30 years of service or age 60 with 5 years of service). "Years of Service" will continue to increase during the Voluntary Stepped Retirement period, (thus increasing future retirement income). The "final average salary" will be based on the average of the five highest years of earnings during the last fifteen years of employment. The formula for determining benefits is 2% of "final average

salary" times total years of service.

Another alternative is a working arrangement to allow the employee to work only one semester per fiscal year. This constitutes a "retired" status with STRS so long as the following are true:

- a. The employee works no more than 120 days in a fiscal year.
- b. The employee does not teach more than 6 hours per semester (less than 7 hours, STRS).
- c. The employee is not considered "benefits eligible" by the University, and will therefore pay retiree rates and/or use any allowed sick leave and/or teaching credit toward premiums to continue his or her Public Employees Insurance (PEIA).

Under this arrangement, retirement benefits may be initiated while the employee continues to work at a reduced load.

V. Additional Information: Social Security

Social Security regulations and computation of benefits change periodically. For the most up-to-date social security information the individual should contact the Social Security office at 1-800-772-1213.

A faculty or staff member electing the Voluntary Stepped Retirement and also expecting to draw social security benefits must be at least age 62 and have the required number of work credits to qualify for social security benefits. However, the social security benefit will be reduced permanently if drawn early, with the amount of the reduction dependent upon the number of months benefits are collected prior to normal retirement age or the applicable "full retirement age."

A faculty or staff member electing Voluntary Stepped Retirement before reaching the age of full retirement and electing to draw social security benefits may not earn more than the annual social security earnings exemption amount (\$18,960 in 2021) without being penalized \$1.00 in benefits for each \$2.00 of earnings above the limit. After full retirement age the faculty or staff member may draw full social security retirement benefits with no penalty, regardless of the amount of earnings during a calendar year.

Even though the faculty or staff member may elect to draw social security benefits while on Voluntary Stepped Retirement, social security contributions will continue to be paid in equal payments from both the individual and the University into the Social Security System. Contributions will be based on the Voluntary Stepped Retirement salary level. Social Security will automatically refigure annually the faculty or staff member's social security retirement benefit to include the additional earnings credited to the faculty or staff member's record while on Voluntary Stepped Retirement.

A faculty or staff member who delays in applying for social security benefits past age full retirement age will receive a special credit, which will mean a larger benefit. For those at full retirement up to age 70 in 2021 a 8% credit is added to the benefit each year. A comparison should be made, however, as to the time it would take to break even, if social security benefits were delayed.

Recommendation: Any faculty or staff member electing the Voluntary Stepped Retirement program should consider postponing drawing social security benefits until age 65 full

retirement age due to the penalty associated with earnings above the social security earnings exemption level. Also, since up to 85% of social security benefits may count as taxable income for both federal and state income taxes, the effect on total taxable income should be carefully evaluated for adequate withholding.

VI. Additional Information: Medicare Benefits

Upon reaching age 65, active employees should contact the nearest Social Security Administration office and enroll for Part A (Hospital) Medicare coverage. Dependent spouses should also enroll at age 65 for Part A. Enrollment in Part A Hospital Insurance allows one to submit claims to Medicare as secondary payer when the PEIA payment is less than the Medicare Diagnostic Related Group rate. There is no monthly premium for Hospital Insurance Part A, unless one does not have enough quarters of coverage to be entitled to monthly social security benefits.

When the employee retires, if within three months of age 65 or older, he or she should also enroll for Medicare Part B Medical Insurance. If the employee and/or spouse are over 65 at the time of the employee's retirement, he or she will be entitled to a special enrollment period for Medicare Part B Medical Insurance.

This special enrollment period begins with the month of retirement and ends six months later. If the employee and/or spouse fail to enroll during this special enrollment period, enrollment for Part B Medical Insurance can only occur during a general enrollment period. The general enrollment period for Medicare Part B Medical Insurance is January 1 through March 31 of each year. If one enrolls during a general enrollment period, coverage under Part B Medical Insurance will begin on July 1 of the year in which enrollment occurs.

There is a monthly premium for Part B Medical Insurance. If the employee fails to enroll for Part B of Medicare during the initial enrollment period or the special enrollment period, when one does enroll there is a 10% surcharge for each twelve-month period that has elapsed beyond the initial enrollment period.

Enrollment for Medicare Part A Hospital Insurance and Part B Medical Insurance at the appropriate time will insure that the employee receives all the health insurance benefits to which he or she is entitled, both as an active employee and upon retirement. Any medical insurance benefits to which the employee and/or spouse are entitled under PEIA will be reduced by the amount of benefits payable under Medicare upon change to retiree status. This reduction will occur whether the employee enrolls for Medicare or not.

Upon retirement, claims under PEIA will be paid based on the fact that one is enrolled for Medicare. PEIA will automatically consider one enrolled for Medicare if one is 65 or older or under age 65 and has received monthly Social Security disability benefits for at least 24 months. If one elects not to enroll for Medicare, any expenses normally covered under Medicare will be the employee's financial responsibility.

If one retires at age 65 or older monthly insurance premiums will be determined based on the fact that Medicare is the primary payer. Should one retire prior to age 65 with entitlement to Medicare benefits, PEIA monthly insurance premiums will be reduced upon receipt of a copy of one's Medicare card by PEIA. However, if the employee has not yet reached age 65 at the time of retirement and is not entitled to Medicare benefits, monthly insurance premiums will be determined based on the fact that PEIA remains the primary payer.

VII. Forms and Information

Application forms, Model Agreement contracts, and guidelines for Voluntary Stepped Retirement can be requested from Human Resources, 304-424-8290 or by emailing hr@wvup.edu .

WEST VIRGINIA UNIVERSITY—PARKERSBURG BOARD OF GOVERNORS
VOLUNTARY STEPPED RETIREMENT AGREEMENT

WHEREAS: By action on (DATE), the West Virginia University—Parkersburg Board of Governors adopted General Guidelines for Voluntary Stepped Retirement and directed the University to establish voluntary Stepped Retirement programs consistent with such Guidelines;

WHEREAS: West Virginia University--Parkersburg (hereinafter "University") has now established a Voluntary Stepped Retirement Program;

WHEREAS: _____ (hereinafter "Employee") has made a formal request to participate in University's Voluntary Stepped Retirement Program. Employee understands that there is no entitlement or right automatically available to participate in such program and that University has made a decision concerning Employee's request to participate based on relevant factors;

WHEREAS: West Virginia University and Employee have reached an Agreement to allow Employee to utilize University's Voluntary Stepped Retirement Program. This Voluntary Stepped Retirement Agreement between University and Employee embodies the terms and conditions upon which Employee shall be placed on partial retirement status, effective _____, 20____, pursuant to the Voluntary Stepped Retirement Program of University;

WHEREFORE, in consideration of the above, University and Employee agree as follows:

- a. Basic Provisions: Beginning on the effective date specified above, the Employee shall be employed by University on the following basis:

Position:

Percentage of full time effort (FTE cannot be less than 0.53):

Annual appointment period:

Annual base salary:

Services to be performed for University by the Employee:

Other conditions that may apply:

Basis for future salary adjustments: (To be adjusted subject to salary increase and/or incentive amounts if provided)

- b. Duration of Agreement: Unless earlier terminated by death, disability, mutual rescission, or for good cause (including financial exigency), this Agreement shall remain in effect until _____, 20____, at which time the Employee agrees to commence full retirement status.

- i. Benefits: The employment-related insurance benefits for which the Employee will be eligible for during the term of this Agreement shall include the following: Insurance Coverage: To the same extent and on the same terms that such coverage is available under applicable University policies to full-time nonretired personnel

holding like positions who are of the same FTE rate and age as the Employee.

ii. Retirement: Inclusion in one of the University sponsored retirement programs, with contributions allocated between Employee and University on the same basis, proportionate to the individual's agreed salary level for reduced service, as required for nonretired personnel.

c. Support Services: During the period of the Employee's reduced service pursuant to this Agreement, University's obligation to provide working space and support services shall be limited to the following provisions:

i. Office facilities (if applicable):

ii. Support services (if applicable):

iii. Laboratory facilities (if applicable):

Nothing in this paragraph shall be construed to prevent University, on a discretionary basis, from providing additional space or support services to the Employee on a temporary basis, subject to availability. NOTE: Paragraph 4 does not apply to all types of employees and shall not be interpreted to apply unless specifically enumerated herein.

d. Modification of Terms: It is specifically understood and agreed that this Agreement constitutes a permanently binding commitment and that University cannot, except by approval of the President or the President's designee, agree in the future to any modification or amendment, or to any substituted agreement, which increases the "percentage of full-time effort (FTE)" above the level stipulated in paragraph 1. By mutual agreement executed in writing, however, the term of this Agreement, as stipulated in paragraph 2, may be extended or shortened, and the agreed percentage of full-time effort (FTE) may be reduced below the level stipulated in paragraph 1, but not below 0.53 FTE.

e. Relationship to General University Policies: This agreement is subject to, and shall not be interpreted in a manner which conflicts with, applicable legal provisions, University and Faculty Regulations, and University Policies and Procedures. Accordingly, it does not preclude or prevent University from invoking its authority to terminate or take other appropriate action with respect to the Employee for causes or under circumstances that would justify like action if the individual was not in a partially retired status pursuant to this Agreement.

f. Status of Employee: Except as specifically agreed upon herein, the Employee under this Agreement will be entitled to the same status and employment related benefits including vacation, holiday, and leave benefits, and to all rights or privileges associated with tenure or continuous employment, if applicable, to the same extent as other Employees holding like positions based on the same percentage of full-time effort.

g. This Agreement creates no indebtedness nor obligation against the general revenue funds of West Virginia University, shall not be enforceable against University to any greater extent than any other employment agreements of University personnel, and is subject to the availability to University of adequate funds budgeted for payment of personal services.

h. Employee acknowledges that in consideration for being allowed to utilize University's Voluntary Stepped Retirement Program, Employee knowingly and voluntarily waives any rights, claims or causes of action which Employee may have had up to and including the date of this Agreement, under the Age Discrimination in Employment Act of 1967 (ADEA) and its 1990 amendments affected by the Older Workers Benefit Protection Act (OWBPA). Employee also acknowledges that he or she was given a period of at least twenty-one (21) days to consider this Agreement and that he or she was advised in writing to consult with an attorney before signing this Agreements.

i. For a period of seven (7) days following the execution of this Agreement, Employee may revoke this Agreement. This Agreement shall take effect on the eighth (8th) day following its execution unless revoked in writing by Employee prior to the eighth (8th) day.

j. Employee has read and fully understands this Agreement.

Executed by the undersigned this _____ day of _____, 20

(Employee)

WEST VIRGINIA
UNIVERSITY—
PARKERSBURG BOARD OF
GOVERNORS ON BEHALF OF
WEST VIRGINIA UNIVERSITY

by _____
(Dean or Director)

and _____
(Campus President)

**West Virginia University at Parkersburg Board of Governors
Meeting of August 16, 2022**

ITEM: Approval of Delegation of Powers to the Interim President

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia University at Parkersburg Board of Governors approves the document enumerating the powers, duties and responsibilities retained by the Board of Governors and the powers, duties and responsibilities delegated to the Interim President of the West Virginia University of Parkersburg.

STAFF MEMBER: Donna Smith, Board Member

BACKGROUND:

18B-2A-4 of the West Virginia Code sets forth the powers, duties, and responsibilities of the Board of Governors of each public higher education institution in the state.

The Delegation of Powers provides an enumeration of those powers, duties, and responsibilities that the West Virginia University of Parkersburg Board of Governors has retained and those this it chooses to delegate to the Interim President of West Virginia University at Parkersburg.

Given its legal responsibility for the institution, the Board of Governors maintains control of all broad institutional policy. The powers, duties and responsibilities that are delegated to the Interim President represent the day-to-day operation of the institution and reflect implementation of policy.

During the interim presidency, a few additional restrictions will be in place for presidential powers. Those restrictions include a monetary limit on entering into contracts of \$25,000, a monetary limit on acquiring necessary legal and consulting fees of \$25,000, and granting promotion and sabbatical in consultation with the leadership of the Board.