

## Employee Participation Agreement in the MCCCD Retirement Incentive Program (MRIP)

I hereby retire from my employment with the Maricopa County Community College District (MCCCD), effective June 30, 2009. My retirement is conditioned on my eligibility for, and participation in, MCCCD's Retirement Incentive Program (MRIP). If my employment with MCCCD terminates for any reason prior to June 30, 2009, I will not be eligible to participate in MRIP. I understand I may rescind my decision to retire any time prior to 5:00 p.m. on December 19, 2008 ("Rescission Deadline"). If I do not rescind my decision prior to the Rescission Deadline, my decision to retire is irrevocable and may be rescinded after December 19, 2008 only in the event that I am deemed ineligible to participate in MRIP. Any cancellation of my decision to retire must be made in writing and delivered in person, and not via electronic or other means, to the office of the Vice Chancellor for Human Resources.

I understand that, in order for me to participate in MRIP, I must meet the following conditions: I must be eligible to retire with 80 points for participation in the Arizona State Retirement System (ASRS) as of June 30, 2009; I must have maintained employment as a Board-approved, regular full-time employee for ten consecutive years prior to July 1, 2009; and I must be eligible for medical coverage under Medicare on or before June 30, 2014.

My participation in MRIP will terminate automatically upon my becoming eligible to participate in Medicare. If, at any time during my participation in MRIP, I become employed by MCCCD in a position that entitles me to receive medical insurance coverage, my participation in MRIP will terminate automatically, and I will not be eligible to participate again in MRIP at any time in the future.

As a participant in MRIP, I may enroll in MCCCD's employee medical insurance plan, with coverage to begin at 12:01 a.m. on July 1, 2009. MCCCD will provide such coverage in the form of flex credits equal to the "core medical premium" plan for single coverage offset by any ASRS medical subsidy. I understand that MCCCD may offset from any benefits due under the MRIP all sums owed by me to MCCCD. However, I may elect to receive coverage under MCCCD's "buy-up" plan only if I pay any additional cost associated with such buy-up coverage. Should I elect to receive coverage under the "buy-up" plan and at any time fail to satisfy payment as required under the terms of that plan, MCCCD will unilaterally terminate my participation in MRIP and I will not be eligible to participate again in MRIP at any time in the future. I am solely and individually responsible financially for the timely payment of premiums incurred by my participation in the "buy-up" plan; MCCCD is not responsible, in any way, for monitoring my premium payment activity, or for notifying me of any delinquency in such payments. I understand that, if I am not currently enrolled in MCCCD's medical insurance plan, and if I wish to obtain MCCCD's employee medical insurance coverage while participating in MRIP, it is my responsibility to enroll during MCCCD's open enrollment in April of 2009; my failure to do this will preclude me from participating in MRIP.

I will notify the Vice Chancellor for Human Resources on or before April 24, 2009 of my choice of medical coverage between the "core medical premium" plan and "buy-up" plan. Should I fail

to notify the Vice Chancellor of my choice, I will be automatically enrolled in the "core medical premium" plan. I understand that such choice is irrevocable at the time it is made, and that I may not switch medical coverage between plans at any time during my participation in MRIP.

I understand that spouses, domestic partners, and dependents are not eligible for medical coverage under MRIP. Under MRIP, MCCCCD will provide single coverage equal to the "core medical premium" plan exclusively, and will not provide dental or any other health-related coverage. I also understand that dental and other health related coverage, as well as medical coverage for my spouse and dependants, may be available under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage provides for health benefits when coverage would otherwise end because of a qualifying event, such as termination of employment.

I understand that my participation in MRIP will provide the same medical coverage that is available to employees of MCCCCD, and that MCCCCD retains the right to amend or terminate its employee medical insurance plan at any time.

I understand that receipt by MCCCCD of this signed Agreement does not constitute MCCCCD's acceptance of my participation in MRIP, and that acceptance of my participation in MRIP is contingent upon determination by MCCCCD that I meet all of MRIP's eligibility criteria. If MCCCCD determines that I am not eligible to participate in MRIP, my decision to retire is deemed rescinded.

I understand that as a condition of receiving MRIP benefits, I will be required to sign a waiver and release of all claims I may have against MCCCCD. The waiver and release will be in the form attached hereto and will be provided for my signature prior to June 30, 2009. If I am accepted for participation in the MRIP (and do not rescind my Participation Agreement prior to the Rescission Deadline), I will be obligated to maintain my early retirement commitment even if I do not sign the waiver and release. Benefits under the MRIP are provided only in exchange for the waiver and release.

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Signature

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Date

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Print Name

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College