**RETIREMENT AND HEALTH CARE BRIDGE AGREEMENT**

 This Agreement, made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2013 by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Employee”) and Kansas State University (“University”):

 WHEREAS University has established a program to assist unclassified employees who desire to retire before they become eligible for Medicare, known as the limited retirement healthcare bridge program, and

 WHEREAS Employee, as a free and voluntary act, has requested participation in University’s limited retirement health care bridge program, and

 WHEREAS Employee has attained age 55 and has completed ten (10) years of full time service with one or more institutions in the Kansas Regents’ system, is eligible for retirement on the date selected, and has otherwise been determined to meet the qualifications for participation in the program, and

 WHEREAS Employee currently has individual coverage, and

 WHEREAS Employee will turn 65 years of age on mm/dd/yyyy, and the limited retirement health care bridge coverage ends the month before Employee turns 65 years of age, or 36 months after its effective date, whichever is first, and

 WHEREAS University has determined and believes that it is in the best interests of the University and Employee to enter into this agreement,

 NOW THEREFORE in consideration of the above premises and the individual and mutual promises of the parties set forth herein, it is hereby agreed as follows:

 1. Effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Employee shall retire from his/her position at Kansas State University.

 2. Upon Employee’s retirement, University shall fund the limited retirement health care bridge for \_\_\_\_\_\_\_\_\_ months, beginning the first month following the retirement date indicated in paragraph 1, above, and ending on mm/dd/yyyy.

3. Funding for the limited retirement health care bridge shall be through installment payments made directly to the State Employee Health Plan Retiree/Direct Bill. Employee is solely responsible for his or her own tax consequences of receiving the limited retirement health care bridge benefit, if any.

4. Retirement as provided herein shall not preclude the post-retirement term appointment of Employee by University.

 5. This Agreement is subject to all of the provisions of the laws of the State of Kansas, and the regulations, policies, minutes and resolutions of the Board of Regents and the rules, regulations and policies of University.

 6. This Agreement shall be binding upon the heirs, representatives, successors and assigns of the parties. It contains the entire agreement of the parties on the subject of Employee’s participation in the University’s limited retirement health care bridge program.

 7. This Agreement shall be governed and interpreted according to the laws of Kansas.

 8. This Agreement may be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

 9. This Agreement is for the benefit of the parties only and may not be enforced by any other person or entity.

 IN WITNESS WHEREOF, the parties have executed this agreement by their own hand or duly authorized representative on the date first written above.

**EMPLOYEE UNIVERSITY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_

 April C. Mason, Provost and Senior Vice President, Kansas State University

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF KANSAS )

 ) ss:

COUNTY OF \_\_\_\_\_\_\_\_\_ )

 **BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for the County and State aforesaid, came **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, who is personally known to me to be the same person who executed the within and foregoing Agreement, and such person duly acknowledged the execution of the same.

 **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year last written.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Seal) Notary Public

My appointment expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF KANSAS )

 ) ss:

COUNTY OF RILEY )

 **BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for the County and State aforesaid, came **April C. Mason**, who is Provost and Senior Vice President of Kansas State University, who is personally known to me to be the same person who executed the within and foregoing Agreement, and such person duly acknowledged the execution of the same.

 **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year last written.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Seal) Notary Public

My appointment expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_