

Tennessee Board of Regents Post-Retirement Service Program for Tenured Faculty

A. Purpose of the Program

The Tennessee Board of Regents places great value on the talent and experience of its senior faculty and recognizes, when such faculty retires, there is often an abrupt and complete loss of the talent and experience of those individuals. Consequently, the Tennessee Board of Regents Post-Retirement Service Program is designed to facilitate, whenever possible, the transition of senior faculty from full-time service to retirement and, by so doing, serve as an aid to the institution in maintaining academic excellence and achieving needed flexibility in academic staffing. Although the Post-Retirement Service Program facilitates the part-time employment of eligible faculty following retirement, such employment is not a faculty right but rather is available only through mutual agreement between the faculty member and the institution in instances where there is clear benefit to the institution.

B. Eligibility for Participation

Full-time tenured faculty who meet one of the following criteria are eligible to participate in the Post-Retirement Service Program.

1. Age 60 or older with at least 10 years of creditable service in the Tennessee Consolidated Retirement System (TCRS) or at least 10 years of full-time equated service in the Optional Retirement Program (ORP).
2. Any age with at least 30 years of creditable service in TCRS or 30 years of full-time equated service in ORP. Faculty who decide to participate must submit a written Notice of Intent to Participate to their department head, dean, and chief academic officer. Faculty who choose to participate must retire with an effective date not later than 180 days nor less than 90 days after they submit their Notice of Intent to Participate, except that when the end of the 180-day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester, or summer, as appropriate). A period of less than 90 days may be accepted at the discretion of the institution president.

To ensure the continued quality and integrity of the institution's academic programs, the institution reserves the right to limit the number of participants in a single department, school, or college. The limiting of participation within a department, school, or college will occur only if recommended in writing by the responsible dean and approved by the chief academic officer and the President. In the event that participation is limited, the institution will notify affected faculty. Faculty may request consideration for participation in the program. Approval of participation will be determined based on the best interest of the institution.

C. Compensation, Assignment, and Agreement

Each eligible tenured faculty member, who is approved to enter the program, will be offered re-employment as "Senior Affiliate Faculty" under a Post-Retirement Service Agreement. The agreement may provide for up to 18 semester hours of instruction per year (including Non-Credit) or up to 900 hours of non-instructional service per year, provided, however, the minimum assignment may be no less than 20 percent of full time per year. The specific percent of effort (semester credit hours and/or non-instructional work hours), work assignments, and schedule of service must be mutually agreed upon prior to the participant's retirement and set forth in the Post-Retirement Service Agreement. Compensation during the period of re-employment will be paid monthly and will be at a salary proportionate to the participant's salary prior to retirement, plus a salary supplement equal to the premium the participant must pay to continue, as applicable, single or family medical insurance or Medicare supplemental insurance coverage. (Note: The medical insurance supplement will be calculated on an individual basis assuming the retiree and, if applicable, his or her spouse and/or eligible dependents will participate in the State of Tennessee

Retiree Group Insurance Program and/or the State of Tennessee Retiree Medicare Supplement Program - Plan Two). The institution will compensate the participant only for time worked.

D. Termination of Agreement

At any time during the term of the Post-Retirement Service Agreement, except during a semester of service, the participant may elect to terminate the agreement, in which case the institution will not be obligated to offer the participant further employment. If the participant fails at any time to perform in accordance with the agreed upon work assignments and schedule of services as specified in the Post-Retirement Service Agreement, the institution may treat the participant's failure as a breach of contract, in which case the institution may terminate the agreement immediately and will not be obligated to offer the participant further employment. In addition, the institution may terminate the contract at any time for "adequate cause" as defined in the faculty handbook, in which case the institution will not be obligated to offer the participant further employment. If the institution terminates the agreement for "adequate cause," the participant will be entitled to contest the termination in a hearing under the Tennessee Uniform Administrative Procedures Act.

E. Re-employment Obligation

The period of re-employment may extend over a maximum of four consecutive years with the exact number of years to be mutually agreed upon prior to the participant's retirement and confirmed in the Post-Retirement Service Agreement. Normally, employment under this agreement will begin with the start of the Fall Semester next following the date of retirement.

Exceptions to the provisions of this section of the guidelines may be recommended by the President for the Chancellor's approval. Exceptions will be granted only in very unusual circumstances.

F. Employment Status Immediately Following Retirement

Any employee electing to participate in the Post-Retirement Service Program must remain off the institution's payroll for at least 60 calendar days immediately following retirement before resuming employment under the provisions of this program. This break in service is a requirement of the Tennessee Consolidated Retirement System to ensure a bona fide retirement. Failure to comply with the 60-calendar-day waiting period immediately following retirement will void the participant's retirement and require formal re-submission of retirement papers and another 60-day waiting period.

Exception: The 60-day period may be waived provided the faculty member renders no more than one-half of the hours s/he was normally scheduled to work prior to retirement for a like period and the president/designee certifies in writing (Part IV of the TCRS Temporary Employment Report) to the division of retirement that no other qualified persons are available to fill the position. Once retired for more than 60 days, the remaining time may be allocated at full-time or used over the one-year period.

G. Additional Information

1. The Post-Retirement Service Program was first approved on a biennial basis effective July 1, 1997 and was approved as a standing program effective July 1, 2001.
2. The faculty member's decisions to retire and to participate in the Post-Retirement Service Program are revocable for a period of seven (7) days following execution of the Post-Retirement Service Agreement. Beyond that point, the faculty member may, at any time, terminate the Post-Retirement Service Agreement but the decision to retire will be irrevocable.

3. From the time a Post-Retirement Service Agreement is presented to the faculty member for review, he or she will have at least twenty-one (21) days to consider the agreement. The agreement will include provisions for a knowing and voluntary waiver of rights and claims under the Age Discrimination in Employment Act (ADEA). Faculty members are advised to consult with an attorney prior to executing the Post-Retirement Service Agreement.
4. Upon retirement, participants relinquish all rights to tenure.
5. Participants will retain their pre-retirement academic rank.
6. Upon retirement, eligible participants receive payment for any unused annual leave.
7. All participants whose PRSP assignment will be academic instruction will be converted to nine-month faculty for purposes of calculating salary. Participants receive any across-the-board annual salary increases afforded regular employees and may be considered for any merit and discretionary salary increases in amounts proportionate to their part-time percent of effort.
8. Participants are not eligible to participate in or accrue retirement credit in the Tennessee Consolidated Retirement System or the Optional Retirement Program subsequent to retirement.
9. Participants are not eligible for longevity pay.
10. Participants are not eligible to accrue annual leave.
11. Participants are not eligible to accrue sick leave.
12. Participants are eligible to participate in the institution's Deferred Income Program, but are not eligible for any State provided 401(k) match, if available.
13. Participants must each year complete and submit to TCRS a Return to Employment form. (The Office of Human Resources will assist in completing and submitting this form.)
14. Following termination of the Post-Retirement Services Contract, the retiree may, at the discretion of the institution, be re-employed under one or more subsequent "Adjunct Faculty" or "Temporary" appointments.
15. Appropriate office space (perhaps shared) and reasonable access to clerical support and departmental operating resources will be provided by the institution.
16. The percentage of employment will be based on departmental standards of assigned teaching loads with no release time for unfunded scholarly research or for committee assignments. Funded research or extension assignments may be used as bases for a portion of the employment. Specific departmental college, or institution administrative responsibilities may be used as part of the assignment.

Tennessee Board of Regents Post-Retirement Service Program Agreement for Academic Year Faculty

INSTITUTION _____

EMPLOYEE NAME _____ SSN _____

RE-EMPLOYMENT

OBLIGATION FROM _____ THROUGH _____
(Semester/Yr.) (Semester/Yr.)

YEARS OF SERVICE _____ RETIREMENT PLAN _____ UNUSED SICK LEAVE HOURS _____
(TCRS ONLY) (TCRS ONLY)

I understand the following terms and conditions relative to my participation in the Post-Retirement Service Program:

1. My decision to retire and participate in the Post-Retirement Service Program is voluntary, and I hereby make a knowing and voluntary waiver of rights and claims under the Age Discrimination in Employment Act (ADEA) with respect to my decision to retire and participate in this program. However, I do not waive rights or claims that may arise after the execution date of this agreement. I am waiving my rights and claims under the ADEA in exchange for the institution's agreement to re-employ me on a part-time basis for a certain term of years after my retirement and to supplement my salary during this period of re-employment by an amount equal to the premium(s) I must pay to continue medical insurance for myself and, if applicable, for my spouse and/or eligible dependents, under the State of Tennessee Retiree Group Insurance Program and/or the State of Tennessee Retiree Medicare Supplement Program - Plan Two. I acknowledge that the consideration I am receiving in exchange for my waiver of rights and claims under the ADEA is in addition to anything of value to which I am already entitled. I further acknowledge that I have been advised in writing to consult with an attorney prior to executing this agreement and that I have been given a period of at least 21 days to consider this agreement.

My decisions to retire and to participate in the Post-Retirement Service Program are revocable for a period of (7) days following execution of this agreement. Beyond that point, I may, at any time, terminate the Post-Retirement Service Agreement but my decision to retire will be irrevocable.

2. The effective date of my retirement will be _____. (mm/dd/yy)
3. I must retire with an effective date no later than 180 days, nor less than 90 days, after I submit my Notice of Intent to Participate, except that when the end of the 180-day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester, or summer, as appropriate).
4. I must retire pursuant to the laws of the State of Tennessee relative to my specific retirement plan and the rules of the Tennessee Consolidated Retirement System, as applicable, and all retirement benefits for which I am eligible will be determined accordingly.
5. In accordance with the rules of the Tennessee Consolidated Retirement System, I must remain off the institution's payroll for 60 calendar days immediately following my effective date of retirement in order to validate my retirement. If, after 60 days following my retirement, I accept re-employment with the institution, there will be no restrictions on my concurrent receipt of retirement benefits and salary, provided such re-employment does not, in any 12-month period, exceed 900 hours of non-instructional service or, if employed in a teaching capacity, 18 semester hours of instruction, including Evening School and Non-Credit.

Exception: The 60-day period may be waived provided I render no more than one-half of the hours I was normally scheduled to work prior to retirement for a like period and the president/designee certifies in writing (Part IV of the TCRS Temporary Employment Report) to the division of retirement that no other qualified persons are available to fill the position. Once retired for more than 60 days, the remaining time may be allocated at full-time or used over the one-year period.

6. I acknowledge my obligation, if applicable, to repay any TCRS retirement benefits paid to me if I exceed the limitations on my post-retirement employment by the institution.
7. Upon retirement, I will be paid for unused annual leave at the rate commensurate with my pre-retirement salary.
8. Upon my retirement, I relinquish all rights to tenure.

9. Unless otherwise mutually agreed in writing, the term of this agreement will begin on _____ (Sem./Yr.), and will end no later than _____. (Sem./Yr.)
10. Following execution of this agreement, the institution is obligated to offer me re-employment as "Senior Affiliate Faculty" in accordance with the "Service Schedule" set forth herein.
11. Compensation during the period of re-employment will be at a salary proportionate to my academic year salary prior to retirement, plus a salary supplement equal to the premium I must pay to continue, as applicable, single or family medical Insurance or Medicare supplemental insurance coverage. However, if my salary prior to the PRSP was based on the fiscal year, it will be converted to an academic year salary for purposes of calculating my PRSP salary proportionate to my work assignment.
I understand that the medical insurance supplement will be determined by taking into consideration my marital status and assuming I and my spouse and/or eligible dependents, if applicable, will participate in the State of Tennessee Retiree Group Insurance Program and/or the State of Tennessee Retiree Medicare Supplement Program Plan Two.
12. The institution will compensate me only for time actually worked.
13. I will not be eligible for longevity pay.
14. I will not be eligible to accrue annual leave.
15. I will not be eligible to accrue sick leave.
16. I will be eligible to participate in the institution's Deferred Income Program, but will not be eligible for the State provided 401(k) match, if available.
17. I must each year complete and submit to the Tennessee Consolidated Retirement System (TCRS) a Return to Employment form. If need be, I will be assisted by the Office of Human Resources in completing and submitting this form.
18. My level of service in any year may not be less than 20 percent of full time.
19. My work assignments and schedule of service will be mutually agreed upon and made a part of this agreement prior to its final execution; however, my work assignments and schedule of service may be altered during the course of this contract, if mutually agreed in writing and, by amendment, made a part of this contract.
20. I may terminate this agreement at any time, except during a semester of service, and if I elect to do so, the institution will not be obligated to offer me further employment.
21. If I fail to perform in accordance with the work assignments and schedule of services specified in this Post-Retirement Service Contract, the institution may treat my failure as a breach of contract, in which event the institution may terminate the contract immediately and will not be obligated to offer me further employment.
22. The institution may terminate this agreement at any time for "adequate cause" as defined in the faculty handbook, in which case the institution will not be obligated to offer me further employment. I understand that I have the right to contest an "adequate cause" termination in a hearing under the Tennessee Uniform Administrative Procedures Act.
23. I may participate in all institution fringe benefit programs for which I am eligible as a retiree and Senior Affiliate Faculty.
24. I will receive all across-the-board annual salary increases and other applicable non-discretionary salary increases available to employees in an amount proportional to my part-time appointment, and may be eligible for merit and discretionary salary increases on the same basis as regular faculty.
25. Following termination of this agreement, the institution will have no obligation to offer me additional employment.
26. Appropriate office space, (perhaps shared), and reasonable access to clerical support and departmental operating resources will be provided by the institution.
27. The percentage of employment will be based on departmental standards of assigned teaching loads, with no release time for unfunded scholarly research or for committee assignments. Funded research or extension alignments may be used as bases for a portion of the employment. Specific departmental, college, or institution administrative responsibilities may be used a part of the assignment.

Tentative Work Assignment and Service Schedule

First Academic Year: _____

Fall Semester _____ instructions hours* _____ non-instruction hours

Spring Semester _____ instructions hours* _____ non-instruction hours

1st Summer Semester _____ instructions hours* _____ non-instruction hours

2nd Summer Semester _____ instructions hours* _____ non-instruction hours

Other** _____ instructions hours* _____ non-instruction hours

Second Academic Year: _____

Fall Semester _____ instructions hours* _____ non-instruction hours

Spring Semester _____ instructions hours* _____ non-instruction hours

1st Summer Semester _____ instructions hours* _____ non-instruction hours

2nd Summer Semester _____ instructions hours* _____ non-instruction hours

Other** _____ instructions hours* _____ non-instruction hours

Third Academic Year: _____

Fall Semester _____ instructions hours* _____ non-instruction hours

Spring Semester _____ instructions hours* _____ non-instruction hours

1st Summer Semester _____ instructions hours* _____ non-instruction hours

2nd Summer Semester _____ instructions hours* _____ non-instruction hours

Other** _____ instructions hours* _____ non-instruction hours

Fourth Academic Year: _____

Fall Semester _____ instructions hours* _____ non-instruction hours

Spring Semester _____ instructions hours* _____ non-instruction hours

1st Summer Semester _____ instructions hours* _____ non-instruction hours

2nd Summer Semester _____ instructions hours* _____ non-instruction hours

Other** _____ instructions hours* _____ non-instruction hours

Final Academic Year: _____

Fall Semester _____ instructions hours* _____ non-instruction hours

Spring Semester _____ instructions hours* _____ non-instruction hours
1st Summer Semester _____ instructions hours* _____ non-instruction hours
2nd Summer Semester _____ instructions hours* _____ non-instruction hours
Other** _____ instructions hours* _____ non-instruction hours

*Includes Credit and Non-Credit Instruction

**Special Schedules (i.e., APSU, classes at Fort Campbell)

Retiree _____ Date

ADMINISTRATIVE REVIEW APPROVALS

Department Head _____ Date

Dean _____ Date

Human Resources Officer _____ Date

Chief Financial Officer _____ Date

Chief Academic Officer _____ Date

President _____ Date