

# PLAN DOCUMENT

for  
The University of Tennessee

## POST-RETIREMENT SERVICE PROGRAM FOR TENURED FACULTY

### A. Purpose of the Program

The University of Tennessee places great value on the talent and experience of its senior faculty and recognizes that, when such faculty retires, there is often an abrupt and complete loss of the talent and experience of those individuals. Consequently, The University of Tennessee Post-Retirement Service Program is designed to: 1) facilitate, whenever possible, the transition of senior faculty from full-time service to retirement and 2) aid the institution in the enhancement of academic excellence through more efficient and effective use of academic personnel. 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 University in instances where there is clear benefit to the University.

### 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. Any age with:
  - a. at least 30 years of creditable service in the Tennessee Consolidated Retirement System (TCRS) **OR**
  - b. 30 years of full-time equated service in the State of Tennessee Optional Retirement Program (ORP).
2. Age 60 or older with:
  - a. at least 10 years of creditable service in (TCRS) **OR**
  - b. at least 10 years of full-time equated service in the State of Tennessee (ORP).
3. Age 55 but less than 60 with **three (3)** or more years of participation in the State of Tennessee Employee Group Insurance Program immediately prior to retirement **AND**:
  - a. 10 but less than 20 years of creditable service in the (TCRS) **OR**
  - b. 10 but less than 20 years of full-time equated service in the State of Tennessee ORP.

4. Age 55 but less than 60 with **one (1)** or more years of participation in the State of Tennessee Employee Group Insurance Program immediately prior to retirement **AND:**
  - a. 20 years or more of creditable service in (TCRS) **OR**
  - b. 20 years or more of full-time equated service in the State of Tennessee (ORP).

Faculty who wish to participate must submit a written **Notice of Intent to Participate** to their department head, dean, and Chief Academic Officer. Faculty who participate must retire with an effective date not later than 180 calendar days nor less than 90 calendar 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).

To ensure the continued quality and integrity of the University's academic programs, the University 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 Chancellor. In the event participation is limited, the University will notify affected faculty, and participation in the program will be granted on a first-come, first-served basis.

### **C. Compensation, Assignment, and Agreement**

Each eligible tenured faculty member who participates in the Post-Retirement Service Program will be reemployed as a "Temporary" employee under a Post-Retirement Service Agreement. The agreement may provide for up to 18 semester hours of instruction (including Evening School and Non-Credit) or up to 960 hours of non-instructional service per 12-month period. However, the minimum assignment may not be less than 6 semester hours of instruction or 520 hours of non-instructional service per 12-month period. 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. (Note: For purposes of participating in the Post-Retirement Service Program, one semester hour of instructional service shall be equal to 53.33 hours of non-instruction service, i.e.  $960 \text{ hours} \div 18 = 53.33 \text{ hours}$ ).

The salary paid to a participant for service provided under the Post-Retirement Service Agreement will be proportionate to his or her salary prior to retirement, plus a salary supplement equal to the premium he or she must pay to continue, as applicable, single or family medical insurance or Medicare supplemental insurance coverage. (Note: The medical insurance supplement will be determined on an individual basis assuming the retiree and, if applicable, his or her spouse will participate in the State of Tennessee Retiree Group Insurance Program and/or the State of Tennessee Retiree Medicare Supplement Program).

Pay (i.e. the salary) for services rendered during the period of reemployment will be paid through the monthly payroll either on a monthly basis which coincides with the period during which the service is rendered or in a lump sum at the end of the service period. Payment for service will not be made in advance. The University will compensate the participant only for time worked.

The medical insurance supplement will be paid monthly to the participant beginning with the effective date of the participation agreement and will be paid continuously during the period of the agreement or until the agreement is terminated by either party in accordance with the provisions set forth in the Post-Retirement Service Agreement.

#### **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 University 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 University may treat the participant's failure as breach of contract, in which case the University may terminate the agreement immediately and will not be obligated to offer the participant further employment. In addition, the University may terminate the contract at any time for "adequate cause" as defined in the applicable faculty handbook, in which case the University will not be obligated to offer the participant further employment. If the University 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. Reemployment Obligation**

The period of reemployment 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 next Fall Semester following the date of retirement.

#### **F. Employment Status Immediately Following Retirement**

Any faculty member who participates in the Post-Retirement Service Program must not return to work with the University or any State agency for at least 60 calendar days immediately following the effective date of his or her retirement. This 60-day break in service is a requirement of the Tennessee Consolidated Retirement System to ensure bona fide retirement. Failure to comply with the 60-calendar-day waiting period immediately following retirement without permission from the State of Tennessee will void the

participant's retirement and require formal resubmission of retirement papers and another 60-calendar-day waiting period.

## **G. Additional Information**

1. The Post-Retirement Service Program will be in effect until terminated by the Board of Trustees.
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) calendar 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) calendar 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 retain their rights with respect to academic freedom.
6. Participants will retain their pre-retirement academic rank.
7. Upon retirement, participants receive payment for any unused annual leave.
8. 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.
9. Participants are not eligible to accrue retirement credit in the Tennessee Consolidated Retirement System or have retirement contributions made by the University on their behalf to the Optional Retirement Program.
10. Participants are not eligible for longevity pay.
11. Participants are not eligible to accrue annual leave.
12. Participants are not eligible to accrue sick leave.
13. Participants are eligible to participate in the University's Deferred Income Program, but are not eligible for the State provided 401(k) \$50.00 match, if available.

14. Each year participants must complete and submit to TCRS a Return to Employment form. (The Office of Benefits and Retirement Services will assist in completing and submitting this form).
  15. Following termination of the Post-Retirement Service Agreement, the retiree may, at the discretion of the University, be reemployed with no payment for the medical insurance supplement for one or more subsequent "Temporary" appointment(s).
  16. Appropriate office space (perhaps shared) and reasonable access to clerical support and departmental operating resources will be provided by the University.
  17. The percent of effort will be based on department 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 university administrative responsibilities may be used a part of the assignment.
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**THE UNIVERSITY OF TENNESSEE**  
**POST-RETIREMENT SERVICE AGREEMENT**

EMPLOYEE NAME: \_\_\_\_\_ PERSONNEL NUMBER: \_\_\_\_\_  
DATE OF RETIREMENT: \_\_\_\_\_ CAMPUS OR UNIT: \_\_\_\_\_  
COLLEGE: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

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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 University'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, under the State of Tennessee Retiree Group Insurance Program and/or the State of Tennessee Retiree Medicare Supplement Program. 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 calendar days to consider this agreement.

My decisions to retire and to participate in the Post-Retirement Service Program are revocable for a period of seven (7) calendar 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 \_\_\_\_\_.
3. I must retire with an effective date not later than 180 calendar days, nor less than 90 calendar days, after the University accepts and approves 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 not return to work with the University or any other State agency for 60 calendar days immediately following the effective date of my retirement. If, after 60 calendar days following my retirement, I accept reemployment with the University, there will be no restrictions on my concurrent receipt of retirement benefits and salary, provided such reemployment does not, in any 12-month period, exceed 960 hours of non-instructional service, or, if employed in a teaching capacity, 18 semester hours of instruction, including Evening School and Non-Credit.
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 University.
7. I understand that after my retirement I will not be eligible to accrue retirement credit in the Tennessee Consolidated Retirement System or have retirement contributions made by the University on my behalf to the Optional Retirement Program.
8. Upon retirement, I will be paid for unused annual leave at the rate commensurate with my pre-retirement salary.
9. Upon my retirement, I relinquish all rights to tenure.
10. I will retain my rights with respect to academic freedom.
11. Unless otherwise mutually agreed in writing, the term of this agreement will begin at midnight on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and will terminate at midnight on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.
12. Following execution of this agreement, the University is obligated to offer me reemployment as a "Temporary" employee in accordance with the "Service Schedule" set forth herein.
13. Compensation during the period of reemployment will be at a salary proportionate to my 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. I understand that the medical insurance supplement will be determined by taking into consideration my marital status and assuming I and my spouse, if applicable, will participate in the State of Tennessee Retiree Group Insurance Program and/or the State of Tennessee Retiree Medicare Supplement Program.
14. The University will compensate me only for time actually worked.
15. I will not be eligible for longevity pay.
16. I will not be eligible to accrue annual leave.
17. I will not be eligible to accrue sick leave.
18. I will be eligible to participate in the University's Deferred Income Program, but will not be eligible for the State provided 401 (k) \$50.00 match, if available.

19. I must each year complete and submit to the Tennessee Consolidated Retirement System (TCRS) a *Temporary Employment Form*. If need be, I will be assisted by the Office of Benefits and Retirement Services in completing and submitting this form.
20. My level of service in any 12-month period following the start of my insurance supplement may not be less than 6 semester hours of instruction or 520 hours of non-instructional service.
21. 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 period of this agreement, if mutually agreed in writing and, by amendment, made a part of this agreement.
22. I may terminate this agreement at any time, except during a semester of service, and that if I elect to do so, the University will not be obligated to offer me further employment.
23. If I fail to perform in accordance with the work assignments and schedule of services specified in this Post-Retirement Service Agreement, the University may treat my failure as a breach of contract, in which event the University may terminate the agreement immediately and will not be obligated to offer me further employment.
24. The University may terminate this agreement at any time for "adequate cause" as defined in the applicable faculty handbook, in which case the University 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.
25. I may participate in all University fringe benefit programs for which I am eligible as a retiree and Temporary employee.
26. I will receive all across-the-board annual salary increases and other applicable nondiscretionary salary increases available to employees in an amount proportional to my part-time appointment, and will be eligible for merit and discretionary salary increases on the same basis as regular faculty.
27. Following termination of this agreement, the University will have no obligation to offer me additional employment.
28. Appropriate office space (perhaps shared) and reasonable access to clerical support and departmental operating resources will be provided by the University.
29. The percent of effort 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 assignment may be used as bases for a portion of the employment. Specific departmental, college, or university administrative responsibilities may be used as part of the assignment.

## TENTATIVE WORK ASSIGNMENT AND SERVICE SCHEDULE

First Academic Year (August 1, \_\_\_\_\_ Through July 31, \_\_\_\_\_):

Fall Semester	_____ Instruction hours*	_____ Non-instruction work hours
Spring Semester	_____ Instruction hours*	_____ Non-instruction work hours
1 <sup>st</sup> Summer Term	_____ Instruction hours*	_____ Non-instruction work hours
2 <sup>nd</sup> Summer Term	_____ Instruction hours*	_____ Non-instruction work hours

Second Academic Year:

Fall Semester	_____ Instruction hours*	_____ Non-instruction work hours
Spring Semester	_____ Instruction hours*	_____ Non-instruction work hours
1 <sup>st</sup> Summer Term	_____ Instruction hours*	_____ Non-instruction work hours
2 <sup>nd</sup> Summer Term	_____ Instruction hours*	_____ Non-instruction work hours

Third Academic Year:

Fall Semester	_____ Instruction hours*	_____ Non-instruction work hours
Spring Semester	_____ Instruction hours*	_____ Non-instruction work hours
1 <sup>st</sup> Summer Term	_____ Instruction hours*	_____ Non-instruction work hours
2 <sup>nd</sup> Summer Term	_____ Instruction hours*	_____ Non-instruction work hours

Fourth Academic Year:

Fall Semester	_____ Instruction hours*	_____ Non-instruction work hours
Spring Semester	_____ Instruction hours*	_____ Non-instruction work hours
1 <sup>st</sup> Summer Term	_____ Instruction hours*	_____ Non-instruction work hours
2 <sup>nd</sup> Summer Term	_____ Instruction hours*	_____ Non-instruction work hours

\*Includes Credit and Non-Credit Instruction

**Amount to be paid for service during the first 12-month period of the agreement \$\_\_\_\_\_.**

***Signatures:***

Retiree: \_\_\_\_\_ Date: \_\_\_\_\_

SR. VP & CFO: \_\_\_\_\_ Date: \_\_\_\_\_

## **ADMINISTRATIVE REVIEW APPROVALS:**

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Department Head

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Date

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Dean

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Date

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Personnel Officer

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Date

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Chief Financial Officer

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Date

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Chief Academic Officer

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Date

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Chancellor

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Date

**The University of Tennessee**  
**POST-RETIREMENT SERVICES PROGRAM**  
**APPLICANT INFORMATION SHEET**

Name of Applicant: \_\_\_\_\_

Personnel Number: \_\_\_\_\_

	PRE- RETIREMENT INFORMATION	POST- RETIREMENT INFORMATION
Number of Instruction Credit Hours		
Number of Non-Instruction Hours		
Salary (Annual Amount)	\$	\$
Post-Retirement Insurance Supplement (Monthly Amount)		\$

**OTHER INFORMATION:**

**Applicant's Date of Birth:** \_\_\_\_\_

**Spouse's Date of Birth:** \_\_\_\_\_