

## **Post-Retirement Service Program for Tenured Faculty**

### **I. Purpose of the Program**

A. Middle Tennessee State University 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.

B. Consequently, the MTSU 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.

C. 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.

### **II. Eligibility for Participation**

A. 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 the ORP.

B. Faculty who decide to participate must submit a draft agreement to their department head, dean, and provost, as applicable.

C. 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 draft agreement, 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).

1. A period of less than 90 days may be accepted at the discretion of the institution president.

D. 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.

1. 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 provost and the President.
2. In the event that participation is limited, the institution will notify affected faculty.
3. Faculty may request consideration for participation in the program.
4. Approval of participation will be determined based on the best interest of the institution.

### III. Compensation, Assignment, and Agreement

A. 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.

1. 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.

- a. 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.

2. The institution will compensate the participant only for time actually worked.

B. 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, employee, employee and spouse, employee and child(ren) or family medical insurance or Medicare supplemental insurance coverage.

1. (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 Retiree Medicare Supplement Plan).

### IV. Termination of Agreement

A. 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 MTSU will not be obligated to offer the participant further employment.

B. 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, MTSU may treat the participant's failure as a breach of contract, in which case MTSU may terminate the agreement immediately and will not be obligated to offer the participant further employment.

C. In addition, MTSU 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.

1. If MTSU 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.

D. MTSU may also terminate the agreement if workloads and/or other factors change within the department causing the "Senior Affiliate Faculties" agreement to be unnecessary or undesirable.

#### V. Re-employment Obligation

A. 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.

1. Normally, employment under this agreement will begin with the start of the Fall Semester following the date of retirement.

B. Exceptions to the provisions of this section of the guidelines may be recommended by the department head and dean, to the provost through the President.

1. Exceptions will be granted only in very unusual circumstances.

#### VI. Employment Status Immediately Following Retirement

A. Any qualified faculty participating 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.

1. This break in service is a requirement of the Tennessee Consolidated Retirement System and the Optional Retirement Program to ensure a bona fide retirement.

2. 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-calendar day waiting period.

B. Exception: The 60-calendar 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.

C. Once retired for more than 60-calendar days, the remaining time may be allocated at full-time or used over the one-year period.

## VII. Additional Information

A. The faculty member's decision to retire and to participate in the Post-Retirement Service Program is 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.

B. 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.

1. The agreement will include provisions for a knowing and voluntary waiver of rights and claims under the Age Discrimination in Employment Act (ADEA).
2. Faculty members are advised to consult with an attorney prior to executing the Post-Retirement Service Agreement.

C. Upon retirement, participants relinquish all rights to tenure and other tenured faculty privileges.

D. Participants will retain their pre-retirement academic rank.

E. Upon retirement, eligible participants receive payment for any unused annual leave.

F. All participants whose PRSP assignment will be academic instruction will be converted to nine-month faculty for purposes of calculating salary.

1. 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.
2. Special permission by the institution president or designee is needed for calculating on a fiscal year basis with justification provided.

G. 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.

- H. Participants are not eligible for longevity pay.
- I. Participants are not eligible to accrue annual leave.
- J. Participants are not eligible to accrue sick leave.
- K. Participants are eligible to participate in the institution's Deferred Compensation Program, but are not eligible for any State provided 401(k) match, if available.
- L. Participants must complete and submit to TCRS a Temporary Employment Report form each year. (The Office of Human Resources will assist in completing and submitting this form.)
- M. 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.
- N. Appropriate office space which may include shared space and reasonable access to clerical support and departmental operating resources will be provided by the institution.
- O. 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.
  - 1. Funded research or extension assignments may be used as bases for a portion of the employment.
  - 2. Specific department, college, or institution administrative responsibilities may be used as part of the assignment.