

**MIDDLE TENNESSEE STATE UNIVERSITY POST-RETIREMENT SERVICE
PROGRAM AGREEMENT FOR TENURED FACULTY**

EMPLOYEE NAME _____ M# _____

RE-EMPLOYMENT
OBLIGATION FROM _____ THROUGH _____
(Semester/Yr.) (Semester/Yr.)
YEARS OF RETIREMENT UNUSED SICK
SERVICE _____ PLAN _____ LEAVE HOURS _____

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 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. 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 by this agreement to consult with an attorney prior to executing this agreement to help ensure that I fully understand the terms of 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 acknowledge my obligation, if applicable, to repay any retirement benefits paid to me if I exceed the limitations on my post-retirement employment by the institution.
- 4. Upon my retirement, I relinquish all rights to tenure and other tenured faculty privileges.
- 5. Unless otherwise mutually agreed in writing, the term of this agreement will begin on _____ (Sem./Yr.), and will end no later than _____ (Sem./Yr.).

6. Following execution of this agreement, the institution will offer me re-employment as "Senior Affiliate Faculty" in accordance with the "Service Schedule" set forth herein.
7. 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, my current employee, employee and spouse, employee and child(ren), 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 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.

8. The institution will compensate me only for time actually worked. (i.e. 1/30 per credit hour or a percentage proration of my fiscal year salary equaling no more than 50% if working in a fiscal year capacity under the PRSP.)
9. I acknowledge and understand that I will not be entitled to the following:
 - a. longevity pay.
 - b. accrual of annual leave.
 - c. accrual of sick leave.
10. I understand and acknowledge I will be eligible to participate in the institution's Deferred Compensation Program, but will not be eligible for the State provided 401(k) match, if available.
11. I understand and acknowledge I must complete and submit to the Tennessee Consolidated Retirement System (TCRS) a Return to Employment form each year. If need be, I will be assisted by the Office of Human Resources in completing and submitting this form.
12. I understand and acknowledge my level of service in any working year may not be less than 20 percent of full time.
13. I understand and acknowledge 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.
14. I may terminate this agreement at any time, except during a semester of service, unless documented by severe health issues, and if I elect to do so, the institution will not be obligated to offer me further employment.
15. 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. The institution 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.

16. I may participate in all institution benefit programs for which I am eligible as a retiree and Senior Affiliate Faculty.
17. I will receive all across-the-board annual salary and may be eligible for merit and discretionary salary increases on the same basis as regular faculty proportional to my part-time appointment.
18. Following termination of this agreement, the institution will have no obligation to offer me additional employment.
19. Appropriate office space, which may include shared space, and reasonable access to clerical support and departmental operating resources will be provided by the institution.
20. 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 as part of the assignment.

Tentative Work Assignment and Service Schedule
(No more than four (4) total years.)

Year/Semester	Instruction Hours*	Non-Instruction Hours

*Includes Credit and Non-Credit Instruction

By signing this I acknowledge that I have read the related Guideline and agree to the terms within.

Retiree

Date

ADMINISTRATIVE REVIEW APPROVALS

Department Head

Date

Vice President, Business & Finance

Date

Dean

Date

University Provost

Date

Human Resources Officer

Date

President

Date