



A G E N D A
PRESIDENTS MEETING
TBR Central Office – Board Room - Suite 366
Tuesday, May 21, 2013 – 9:00 A.M. (CT)

1. On-Line Learning Opportunities (Chancellor Morgan)
2. Update on Status of Prior Learning Assessment (PLA) (Interim Vice Chancellor Clark)
3. Update on Initiatives Surrounding Structured Learning at Community Colleges (Interim Vice Chancellor Clark)
4. Update on the Transfer GPA Initiative (Interim Vice Chancellor Clark)
5. Developments with TNCIS (Interim Vice Chancellor Clark)
6. Possible Development of a New Type of Faculty Appointment for Universities: Lecturer (Interim Vice Chancellor Clark)
7. Update on Electronic Transcripts (Tom Danford)
8. Legislative Update (Vice Chancellor Gregory) - Attachment
9. Update on the One Time Equipment Funding for TTCs and Community Colleges (Vice Chancellor Sims and Dr. Carol Puryear)
10. New Policy – 4:01:01:30 – Tennessee State School Bond Authority Appropriation Intercept Program (Vice Chancellor Sims) - Attachment

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- 11.Recommended Revisions to Guideline B-010 – Collection of Accounts Receivable (Vice Chancellor Sims) - Attachment
- 12.Recommended Revisions to Policy 4:01:03:00 – Payment of Student Fees and Enrollment of Students (Vice Chancellor Sims) - Attachment
- 13.Recommended Revisions to Policy 4:03:03:00 – General Travel (Vice Chancellor Sims) - Attachment
- 14.Recommended Revisions to Guideline P-110 – Employee Grievance Complaint Guideline - (Vice Chancellor Sims) - Attachment
- 15.Recommended Revisions to Guideline P-111 – Support Staff Grievance (Vice Chancellor Sims) - Attachment
- 16.Proposed Revision to TBR Guideline P-160 - Post Retirement Service Program for Tenured Faculty (Vice Chancellor Sims) - Attachment
- 17.Institution Compensation Strategies (Vice Chancellor Sims) - Attachment
- 18.Presidents Incentive Compensation Plan (Vice Chancellor Sims)
- 19.Affordable Care Act (Vice Chancellor Sims) - Attachment

PRESIDENTS QUARTERLY MEETING

DIRECTORS QUARTERLY MEETING

May 2013

DATE: Presidents Meeting (May 21, 2013)
Directors Meeting (May 22, 2013)

AGENDA ITEM: 2013 Legislative Session Overview

ACTION: Information Item

PRESENTER: Vice Chancellor David Gregory

BACKGROUND INFORMATION:

The Tennessee General Assembly completed its legislative session on April 19, 2013. This presentation provides an overview of the legislative actions that impact the Tennessee Board of Regents system.



Tennessee Board of Regents

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MEMORANDUM

To: Presidents and Directors
From: David Gregory, Vice Chancellor of Administration
Date: May 21, 2013
Re: 108th Tennessee General Assembly Briefing

The first year of the biennial session of the 108th Tennessee General Assembly adjourned April 19, 2013. The purpose of this letter is to give you an overview of the budget and significant pieces of legislation that will impact our system. We are compiling the annual legislative compilation that will provide a more thorough review and summary on these and other relevant legislation that was enacted and will share that document with you once it is complete and will make it available on our website. As a reminder, bills introduced, but not passed, will remain active for the next legislative session.

Appropriation Items

SB502 by Sen. Norris/HB507 by Rep. Sargent-approximately \$671 million was appropriated by the Governor and the General Assembly for the operations of the TBR system, compared to \$623 million in 2012, more than a seven percent (7%) increase. Included in the appropriations are the following elements:

- 1) **Outcomes based funding**-to recognize improvement in educational outcomes at TBR institutions. Measures of these outcomes include, but are not limited to: (1) number of degrees and certificates awarded, (2) student retention and progression points, (3) research and service efforts, (4) workforce training activities and (5) graduation rates.
- 2) **1.5% salary increase** for state employees, including \$18.6 million allocation for employees of the higher education systems. The state funding portion is based on the higher education funding formula, meaning that institutions would be responsible for funding a portion of the salary increase. (Office of Business and Finance estimates a required increase of student revenues ranging from 1.6%-2.4% to fund the TBR portion of the salary increase.)
- 4) **Benefits**-Additional funds to support increased costs for health insurance premiums and contributions to the Tennessee Consolidated Retirement System.
- 5) **Hold Harmless**-Non-recurring state funds to address the impact of the third and final year of the phase out of the old THEC enrollment formula's hold harmless provision. This funding benefits institutions losing funds from the hold harmless phase out by providing additional time to adjust to the new planned recurring funding level.

- 6) **University of Memphis-Lambuth Campus**-\$3 million in non-recurring state funding for the University of Memphis for the third year of a five-year expansion to the Lambuth campus in Jackson.
- 7) **MTSU Chair of Excellence**- A two million new Chair is being created, subject to Board and THEC approval by joining this \$400,000 new state appropriations with \$600,000 existing funds in the Trust Fund. These non-recurring funds will serve as a State match for \$1,000,000 in private funds from the institution.
- 8) **ETSU Quillen College of Medicine**- A \$100,000 non-recurring appropriation for the Forensic Center.
- 9) **Equipment Money**-\$16.5 million non-recurring for equipment for the Community Colleges and the TN colleges of Applied Technology (formerly TTCs) “It is the legislative intent that the appropriation in Section 1, Title II-10, Item 4.6, Equipment for Community Colleges and Technology Centers be used solely to meet the workforce training and educational needs of Tennesseans by only investing the funds in up-to-date equipment for hands-on student training. No part of the funds shall be used for any other purpose.”

The staff members from the Offices of Community Colleges and Colleges of Applied Technology are currently developing the criteria for the competitive processes for these funds.

Capital Budget

- 10) \$163.9 million in state capital outlay funding for TBR for:
 - Nashville State Tech Community College (Academic support building). This project was number one on the TBR Capital priority list.
 - Northeast State Tech Community College (Tech Ed Complex). This project was number two on the TBR Capital priority list.
 - Univ. of Memphis (Community Health Facility). This project was number three on the TBR Capital priority list.
 - Nissan/TTC Murfreesboro Training Facility, a \$35 million dollar joint use facility.
 - Austin Peay State University-\$400,000 to be matched with a like amount of public or private funds to complete the Animal Science Facility.
 - Authorization to initiate planning activities on the next six (6) TBR capital priorities utilizing institutional funds, namely:
 - TTC Additions (Chatt, Jackson, Paris, Shelbyville)
 - APSU: Fine Art Improvements
 - JSCC: Health Sciences Bldg
 - ETSU: Fine Arts Classroom Bldg
 - TSU: Library Addition & Renovation
 - TTU: Laboratory Science Building & Infrastructure

- \$33.8 million in capital maintenance funding for 28 projects.

Other Budgetary Items

- 11) \$5 million non-recurring for Western Governors University to expand its operations in Tennessee.
- 12) \$3 million non-recurring to the Tennessee Higher Education Commission to establish an Online Innovation Fund aimed at expanding the opportunities for Massive Open Online Courses (MOOCS)
- 13) \$300,000 non-recurring for dual credit articulation associated with Public Chapter 967 passed in 2012.

Board of Regents Bills

TTC name change- Passed General Assembly and Awaiting Governor's signature

SB643 by Sen. Tracy/HB236 by Rep. Brooks

Tennessee Technology Centers will become the Tennessee Colleges of Applied Technology-*location* with the passage of this legislation. The appropriations bill earmarked \$50,300 from TBR appropriations to cover costs of name change. TBR told the TN Department of Transportation it would not be expected to pay for and change out interstate signs ahead of the regular signage replacement schedule.

This legislation becomes effective July 1, 2013.

Bond bill-Passed General Assembly-Public Chapter 174

SB978 by Sen. McNally/HB445 by Rep. Sargent

Puts the full credit of the Tennessee Board of Regents behind every institutional bond issue made through the school bond authority.

This legislation becomes effective upon passage.

Tennessee Education Lottery Scholarship (TELS)

Lottery Scholarship for Intellectually Disabled-- Passed General Assembly and Awaiting Governor's signature

SB36 by Sen. Overbey/HB21 by Rep. Ramsey

Creates the Step Up Lottery Scholarship (\$4,000 annually) for 48 students (16 per program) with intellectual disabilities in specialized programs at University of Memphis, Vanderbilt, and the University of Tennessee at Knoxville. To be a recipient of the funds the educational program must be recognized by the Postsecondary Educational Alliance and include a two-year individualized program of study designed to provide meaningful postsecondary activities, including academic, career development and exploration and independent living skills, on the postsecondary campus.

This legislation becomes effective upon passage.

Lottery Scholarship for Home School Students- *Passed General Assembly and Awaiting Governor's signature*

SB538 by Sen. Bell/HB1055 by Rep. Durham

Allows home school students who have only spent one year (senior year) in home school prior to going to college to be eligible for the HOPE Lottery scholarship.

This legislation becomes effective upon passage.

Lottery Scholarship for Tennessee children out-of-country because of parents' employment- *Passed General Assembly and Awaiting Governor's signature*

SB719 by Sen. Crowe/HB862 by Lundberg

Allows dependent children under age 21 to be eligible for the lottery if residing out of the country only while the parent is on full-time work assignment as a headquarters staff employee.

This legislation becomes effective upon passage.

Other Legislation that passed

Admissions and Recruitment

Immunization Meningitis Vaccine– *Passed General Assembly – Public Chapter 114*

SB93 by Finney/HB288 by Rep. Fitzhugh

This legislation requires new incoming students at any public institution of higher learning in this state who live in on-campus student housing to produce proof of adequate immunization against meningococcal disease as recommended for adults in the current advisory committee on immunization practices "Recommended Adult Immunization Schedule" published by the Centers for Disease Control and Prevention. Exemptions allowed for health and religious reasons. TBR Board on March 29, 2013 approved changes to Policy 2:03:00:00 Admissions to reflect legislation.

This legislation becomes effective July 1, 2013.

Need-based Grant for Completion of Associate's Degree or Certificate- *Passed General Assembly- Public Chapter 98*

SB194 by Norris/HB188 by McCormick

Creates an endowment through \$50 million of TN Student Assistance Corporation reserve funds and utilizes the investment income to create need-based grants for Tennesseans seeking an associate's degree or certificate from public 2-year schools. The Tennessee Student Assistance Corporation will administer the grant, which may result in approximately \$1.2-\$2 million a year for the program.

This legislation becomes effective upon passage.

Revision to Eligibility Verification for Entitlements Act – *Passed General Assembly- Public Chapter 120*

SB597 by Sen. Johnson/HB323 by Rep. Carr

This legislation amends the Eligibility Verification for Entitlements Act of 2012 by defining qualified alien as that used in 8 U.S.C 1641 (b) or an alien or nonimmigrant eligible to receive state or local benefits under 8 U.S.C 1621 (a). The legislation also allows campuses to use the SEVIS system to check the immigration status of a student. The TBR General Counsel's Office is working on guidance to the campuses to assist with the implementation of this public chapter.

This legislation becomes effective July 1, 2013.

Occupational Diploma for Students with Disabilities– *Passed General Assembly and Awaiting Governor’s signature*

SB886 by Sen. Hensley/HB620 by Rep. J. DeBerry

This legislation tasks the State Board of Education to create an high school occupational diploma for students with disabilities.

This legislation becomes effective July 1, 2013.

Tennessee Alternative Diploma Act– *Passed General Assembly and Awaiting Governor’s signature*

SB105 by Sen. Massey/HB387 by Rep. Powers

Tennessee Alternative Diploma Act-gives the Dept. of Labor and state board of education authority to create an alternative and equivalent test to the GED.

This legislation becomes effective upon passage.

Academic

Teacher Education Including Brain Science in Curriculum- *Passed General Assembly- Public Chapter 46*

SB59 by Sen. Gresham/HB246 by Rep. H. Brooks

Authorizes and encourages teacher training programs at public institutions of higher education to offer coursework on neurological or brain science research.

This legislation becomes effective upon passage.

Advanced Medical Laboratory Licensing- *Passed General Assembly- Public Chapter 213*

SB1269 by Watson/HB1164 by McCormick

This legislation changes the state licensing regulations to allow more advanced degree personnel to perform testing in state-licensed “esoteric” laboratories engaged in advanced and emerging areas of laboratory science using technology not traditionally used in the clinical lab setting. The purpose of the bill is to create an environment in Tennessee that will attract companies engaged in laboratory testing and diagnostics in advanced and emerging scientific fields. MTSU and Austin Peay wrote letters of support for the legislation. Some community colleges with medical lab tech programs expressed concern. Previous law requires all lab personnel to have a two-year medical lab technician degree (MLT) or the four-year medical lab technologist degree (MT).

This legislation becomes effective July 1, 2013.

Business and Finance

Annual Coverage Assessment Fee- *Passed General Assembly- Public Chapter 250*

SB441 by Sen. Overbey/HB544 by Rep. Harrison

The General Assembly again passed the Annual Coverage Assessment Fee, which allows the state to assess a fee of 4.52 percent to certain hospitals’ net revenues. The funds generated by the assessment are used to draw down federal matching dollars at a rate of 2-to-1. In existence since 2010, these funds allow the state’s Medicaid program, TennCare, to avoid drastic cuts that would negatively affect providers and hospitals. Among other covered items, these funds help maintain hospital and professional reimbursement rates and continue funding of essential access and critical access hospital pools. **Fifty (\$50) million of the assessment fee is allocated for graduate medical education from which East Tennessee State University and its students benefit.**

This legislation becomes effective July 1, 2013.

Tuition Discount Children of Retired Teachers-- *Passed General Assembly and Awaiting Governor's signature*

SB543 by Sen. Bell/HB283 by Rep. Forgety

Allows children under age 24 of retired teachers with 30 years of service to receive a 25% tuition discount.

This legislation becomes effective July 1, 2013.

Reporting of Student Activity Fees--- *Passed General Assembly and Awaiting Governor's signature*

SB687 by Sen. Tate/HB471 by L. DeBerry

THEC is required to publish as part of the Tennessee Postsecondary Education Fact Book a campus-by-campus report of public institutions' student activities fees and how the funds are expended. TBR and UT are required to provide the information to THEC.

This legislation becomes effective July 1, 2013.

Governance

SR18 by Sen. Kyle- Tennessee Board of Regents-*Passed Senate Confirmation*

Appoints Greg Duckett to the Tennessee Board of Regents for a term that expires June 30, 2018.

SR 19 by Sen. Finney- Tennessee Board of Regents-*Passed Senate Confirmation*

Appoints Dr. Bob Raines to the Tennessee Board of Regents for a term that expires June 30, 2013

SR21 by Sen. Johnson- Tennessee Board of Regents-*Passed Senate Confirmation*

Appoints Darrell Freeman to the Tennessee Board of Regents for a term that expires June 30, 2016.

SR22 by Sen. Watson- Tennessee Board of Regents-*Passed Senate Confirmation*

Appoints Ashley Humphreys to the Tennessee Board of Regents for a term that expires June 30, 2013.

SR23 by Dickerson- Tennessee Board of Regents-*Passed Senate Confirmation*

Appoints Emily Reynolds to the Tennessee Board of Regents for a term that expires June 30, 2018.

Western Governors University Oversight-- *Passed General Assembly- Public Chapter 185*

SB195 by Sen. Norris/HB189 by McCormick

This legislation exempts certain non-profit, online universities from the Postsecondary Education Authorization Act. In essence Western Governors University is exempted from oversight from Tennessee Higher Education Commission.

This legislation becomes effective upon passage.

Extension of Tennessee Higher Education Commission- *Passed General Assembly- Public Chapter 82*

SB306 by Sen. Bell/HB793 by Rep. Matheny

This legislation extends the existence of the Tennessee Higher Education Commission through June 30, 2014.

This legislation becomes effective upon passage.

Safety and Security

Guns in Trunks-- Passed General Assembly- Public Chapter 16

SB142 by Sen. Ramsey/HB118 by Rep. Faison

Amends the criminal code to say it is no longer a criminal offense for a permit holder to have a gun locked in the person's vehicle out of sight in the parking lot of TBR institutions and other public and private property of employers. TBR attorneys are working with attorneys from the University of Tennessee and private colleges to provide guidance to campuses.

This legislation becomes effective July 1, 2013.

Student Affairs

Religious Organizations on Campus – Passed General Assembly-Public Chapter 283

SB802 by Sen. Beavers/HB534 by Rep. Pody

Prohibits public institutions of higher education from denying recognition, privileges or benefits to a student organization or group on the basis of religious content of the organization's or group's speech or the manner in which the organization or group determines its organizational affairs. Currently, TBR policy 3:01:01:00 that states that, "no student organization shall deny membership to any person on the basis of age, race, sex, religion, handicap or national origin, provided that social fraternities and sororities may have sex restricted membership.". This bill allows a student organization that is religious in nature to deny membership to students who do not demonstrate the sincerely held beliefs of the organization. Non-members are allowed to attend an organizational function for informational purposes. TBR General Counsel's Office is currently writing a policy change resulting from this legislation.

This legislation becomes effective July 1, 2013.

Workforce Development

Skills for Jobs Act-Passed General Assembly-Public Chapter 88

SB618 by Sen. Tate/HB566 by Rep. Love

The "Skills for Jobs Act" requires an annual report by the Tennessee Higher Education Commission regarding state workforce needs projections and credential production. Report will be provided to the Education Committees and the House Business and Utilities Committee and the Senate Commerce and Labor Committee and the Governor by January 15th of each year, beginning January 2014.

This legislation becomes effective upon passage.

Labor Education Alignment Program (LEAP)- Passed General Assembly and Awaiting Governor's signature

SB1330 by Norris/HB1276 by Rep. McCormick

The legislation establishes the Labor Education Alignment Program (LEAP) to establish a statewide coordinated alignment of workforce needs and educational training programs. Elements of LEAP include:
A-Allowing students to apply combined occupational training and academic experience toward attaining post-secondary credentials needed for employment in high-technology industries in the state that are transferable to other institutions.

B- Authorizing technology centers and community colleges to establish LEAP programs.

C-Assigning THEC the responsibility of coordinating the development of LEAP programs.

D-establishing the "workforce advanced training fund" that can receive annual appropriations to ECD for the fund to "cover the costs associated with the establishment of the labor education alignment program."

E-requiring November 1 of each year the department of economic and community development shall submit a report to the higher education commission and the department of labor and workforce development on any workforce needs within existing and prospective businesses or industries in this state, including any areas of specialization within a vocation, identified by the department to be necessary to attract, develop, and retain high-skill or high-technology businesses and industries in this state.

F-requiring in Jan. 2016 THEC submit reports on LEAP program results and job placement information. *Effective date of Section 10 (ECD report) is immediate. Rest of legislation is effective January 1, 2014*

Legislation that did not pass

Higher Education Ombudsman-*Held in Senate Finance and House Budget Subcommittee.* SB79 by Sen. Gresham/HB52 by Rep. Rich

Creates the office of higher education ombudsperson within the office of the comptroller of the treasury. Although the bill did not pass this year, a hundred thousand dollars (\$100,000) in recurring funds is allocated in the state budget to the Comptroller of the Treasury for a higher education policy position.

Diversity/Affirmative Action

A series of bills failed this year in the legislature but may come back next year all aimed at stopping affirmative action and diversity efforts in higher education and throughout state government. TBR and UT were successful in arguing the case for diversity to meet goals of the Complete College Tennessee Act; called attention to requirements by accrediting agencies for faculty and student diversity; and outlined federal requirements related to diversity. Higher education officials urged the legislature to wait for the U.S. Supreme Court to rule on cases before it this year prior taking legislative action. Below is a short summary of these bills.

SB7 by Sen. Summerville-*No Senate Action and No House Sponsor*

Prohibits state government entities from compiling and keeping statistics and data by race, gender or ethnicity unless specifically required by federal law or court order; requires state government entities to identify all laws that contravene this prohibition and to propose legislation to eliminate such laws.

SB8 by Sen. Summerville/HB448 by Rep. Powers- *Failed in Senate Education Committee and taken off notice in House Education Subcommittee*

Enacts the "Higher Education Equality Act" to prevent institutions of higher education from granting preferences based on race, gender or ethnicity to students, employees or contractors.

SB42 by Sen. Summerville/HB1297 by Rep. J. Carr-*No Action Taken in Senate or House*

Creates the Tennessee Civil Rights Initiative Act which says the state shall not discriminate nor grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of all aspects of public employment, public education or public contracting.

SB43 by Sen. Summerville-*No Senate Action and No House Sponsor*

Prohibits state funded scholarships, grants, loans or other financial aid from being awarded to students at public institutions of higher education based on race, ethnicity or gender.

SB46 by Sen. Summerville-*Held in Senate Education Committee and No House Sponsor*

Prohibits public institutions of higher education from employing or assigning the duties of a diversity officer.

SB114 by Sen. Summerville/HB1198 by Rep. Ragan-*Failed in Conference Committee*

Prohibits granting a preference based on race, gender or ethnicity when hiring to fill a position in state government. This legislation included higher education along with all of state government.

SB450 by Sen. Summerville- *No Senate Action and No House Sponsor*

Removes certain preferences from present law that are based on demographic characteristics. Specifically removes preferences or programs that encourage minority and women-owned business contracting; the minority teaching fellows program and a program that encourages the recruitment of minorities and underprivileged individuals into health care professions.

Items for Summer Study

STEM Lottery Scholarship-*Did not move in Senate and Taken Off Notice in House Finance.*

SB19 by Sen. Tracy/HB0241 by Rep. H. Brooks

The House Education Committee Chair, Rep. Harry Brooks asked THEC, UT, and TBR to study how to define a STEM scholarship and develop a pilot STEM Lottery Scholarship to propose to Rep. Harry Brooks for 2014 session. The initial meeting is set for May 17, 2013.

Limits on Law School Faculty-*House Civil Justice Subcommittee sent this to Summer Study*

SB497 by Sen. Campfield/HB419 by H. Brooks

This legislation attempts to address potential conflicts of interest by preventing full-time law faculty members of state law schools from receiving compensation from lawsuits against the government.

Counseling, Psychology, and Social Work Programs- *Senate passed and House Education Subcommittee sent to Summer Study*

SB514 by Sen. Hensley/HB1185 by Rep. J. DeBerry

Prohibits public institutions of higher education from disciplining, expelling, providing remediation to, discriminating, or taking any other adverse action against a student in a counseling, social work, or psychology program because the student refuses to counsel or serve a client as to goals, outcomes, or behaviors that conflict with a sincerely held religious belief of the student, if the student refers the client to a counselor who will provide the counseling or services.

Currently academic programs and accrediting bodies require students to learn various counseling methods and ask them to employ these methods through practicum experiences with a variety of clients. Students work with their practicum and faculty advisors if the student is uncomfortable serving a client or type of client. These advisors work with the student to make decisions about treatment and make a referral if necessary. Accreditation bodies require the learning and implementation of methods with a diversity of clients and require that students learn to set their personal beliefs aside and focus on treating the client to achieve his/her treatment goals.

The House Education Subcommittee will hear testimony this summer from the advocates of this legislation regarding the perceived limits of students' free speech who must counsel clients that may

conflict with their religious beliefs. The subcommittee will also hear testimony on the accreditation issues that may be impacted by this proposed legislation.

SB1170 by Sen. Campfield/HB1091 by Rep. Kane-Sent to Summer Study with Senate Higher Education Subcommittee and in the House Education Committee

This legislation allows proprietary institutions that are nationally accredited by a body recognized by the U.S. Department of Education to award degrees with the same academic degree names that mirror the degree names awarded from regionally accredited institutions. Under current rules by the Tennessee Higher Education Commission if an institution is not regionally accredited, it is required to have transfer agreements with at least two regionally accredited universities in order to award academic degrees.

The House Education Committee asked the Tennessee Higher Education Commission to coordinate a meeting with Tennessee proprietary schools, the University of Tennessee, the Tennessee Independent Colleges and Universities Association, and the Tennessee Board of Regents to examine articulation and other issues. In addition to this meeting, TBR officials are examining a memo from proprietary institutions provided to Rep. Brooks during legislative session that alleges TBR institutions are not consistently responding to "secret shoppers" calling our institutions about the transfer of credits from proprietary schools.

The Senate Higher Education Subcommittee is also interested in examining accreditation, specifically the issue of regional versus national accreditation that has been a point of contention with proprietary institutions. A meeting date on this is set for May 16th.

Faculty Moonlighting

SB1344 by Sen. Yager/HB1312 by Rep. Calfee

The legislation removes limitations on the number of courses or hours that a full-time teacher, including a full-time higher education faculty member, may work part-time outside the teacher's regular employment. TBR will review policies related to "moonlighting" for faculty specifically the number of courses they can teach. TBR agreed to report back to Senator Yager took after a review of system policy and TCA 49-5-410 has taken place.

Parking for Staff

SB1369 by Sen. Tate/HB1306 by Rep. Windle

This legislation requires UT and TBR institutions to provide free parking to employees who earn less than the average state employee salary; permits other employees to be charged for parking on a tiered scale based on salary. The University of Memphis agreed to develop a pilot project to allow the lowest paid workers to park without cost and report back to House Education Subcommittee in 2014.

Tuition Discounts/Fee Waivers

Several pieces of legislation that offered tuition discounts to various groups did not pass this legislative session. One group, children of retired teachers with 30 years of service, will receive a 25 percent (25%) tuition discount as a result of legislation. During the discussion of this bill and others higher education provided information that explained that the compilation of tuition discounts and fee waivers now cost over \$14 million annually, while state appropriations has held steady at \$2.5 million annually. As a result of these discussions, the Senate Education Committee has asked THEC, UT, and TBR to work together to review the tuition discounts and waivers currently provided and recommend a financially sustainable solution to what is now a \$12 million loss to public higher education institutions. The initial meeting is set for June 11, 2013.

Diversity/Affirmative Action Bills

Although the series of legislation filed failed to pass this year, it is anticipated some of legislation will come back next year. Central office staff will gather information in preparation for next year's legislative session.

Use of Student Fees-Sent to Senate Higher Education Subcommittee for Summer Study

Legislation passed this year which requires the Tennessee Higher Education Commission to publish a campus-by-campus report of public institutions' student activities fees and how the funds are expended. Although this legislation passed, Senator Gresham also appointed a special Higher Education Subcommittee with the following members: Senator Campfield, Senator Gardenhire, Senator Hensley, and Senator Tate to examine the use of student activity fees resulting from media surrounding the University of Tennessee's "Sex Week" and the use of university and student fees to support this event and others. Senator Gresham's office has requested a description of each event paid for in whole or in part by student activity fees (except sporting events) on each of your campuses the current and the previous 2 academic years. Specifically, the staff have asked for a listing of who the invited speakers were and the description of the topic. The meeting date is May 16th.

I want to thank each of you who helped us in responding to various requests this legislative session. I also want to thank our government relations staff Ginger Hausser and MTSU legislative intern, Hannah McCann for their work this session. I'm pleased to let you know that Ginger will be joining us permanently as the Director of External Affairs. If after reviewing this information you have additional questions, please let me or Ginger know.

PRESIDENTS QUARTERLY MEETING

DIRECTORS QUARTERLY MEETING

May 2013

DATE: Presidents Meeting (May 21, 2013)
Directors Meeting (May 22, 2013)

AGENDA ITEM: New Policy 4:01:01:30 – Tennessee State School Bond Authority
Appropriation Intercept Program

ACTION: Voice Vote

PRESENTERS: Vice Chancellor Dale Sims

BACKGROUND INFORMATION: Currently the primary source of financing for TBR non-academic capital projects is through the Tennessee State School Bond Authority (TSSBA). This entity is managed by a board composed of state officials and the heads of Tennessee's two public systems of higher education. Each project proposed for financing is subject to stringent underwriting to ensure funds are available to pay the project's financing charge (the mortgage payment); approved by the governing board's system office as to financial viability; reviewed by staff of the TSSBA; and subject to individual approval during meetings of the TSSBA. The TSSBA covenants with bondholders to only approve projects for financing if the aggregate of all fees and charges collected by the Institution in the preceding fiscal year is no less than two times the maximum aggregate financing charges payable to the TSSBA for all projects financed by that institution and payable in any future year.

Loans made by the TSSBA are financed through the issuance of notes, bonds, and commercial paper to investors. To make these instruments attractive to investors, the TSSBA and state law provide multiple layers of security for investors:

- First, each System agrees to establish and collect fees and charges at each Institution at a level sufficient to meet this "two times" maximum financing charge requirement;

- Second, each System agrees to pay such financing charges, at such times, in such manner and at such places as shall be specified by the TSSBA. The obligation to pay financing charges is absolute and unconditional, and are required to be paid in full without set-off or counterclaim;
- Third, if any financing charges are not or cannot be paid when due, then the Board is required to deduct from that institution's state appropriations whatever amounts are required to pay the financing charges due; and
- Finally, the Commissioner of Finance and Administration, after notice from the TSSBA that the Board has failed to pay required financing charges, shall deduct from the institution's state appropriations such amounts as are required to cover the finance charges (the Appropriation Intercept mechanism).

Based on this financing structure and its credit history, debt issued by the TSSBA has been highly rated as shown in the following credit ratings:

Service	Rating	Outlook
Moody's	AA1	Stable
Standard & Poor's	AA	Positive
Fitch	AA+	Stable

In 2012, Moody's rating service revealed that its rating of TSSBA debt would begin to consider the level of state appropriation available through the Appropriation Intercept Mechanism versus financing charges due on each payment date (November and May). Moody's expectation is that for highly rated debt such as TSSBA, available appropriation should equal at least 1.5 times finance charges, a particular challenge for TBR institutions because the Appropriation Intercept Mechanism applies to individual TBR institutions. This means each TBR institution must also meet the enhanced Moody's coverage test for each payment date. The table below summarizes these payment date coverage levels by institution and indicates strong coverage in November, but meeting the May requirement could become a challenge. Failure to meet this test could result in a lower debt rating for TSSBA and higher borrowing costs for TBR institutions or denial of the ability to borrow through TSSBA.

Institution	November - June Coverage	May - June Coverage
University of Tennessee	8.40 X	2.10 X
Austin Peay State University	6.30 X	1.57 X
East Tennessee State University	9.38 X	2.34 X
Middle Tennessee State University	3.68 X	1.29 X
Tennessee State University	7.62 X	1.91 X
Tennessee Technical University	14.05 X	3.51X
University of Memphis	11.64 X	2.91X

To address this situation, the System pursued an amendment to the state law that makes the total aggregate appropriation to the system, including all its institutions, available for the Appropriation Intercept Mechanism. If this way, the May coverage ratio for the System (and each institution within the System) would be over 2.0 times, clearly exceeding the Moody's benchmark for a strong credit. This legislation was recently signed by the Governor and has become Public Chapter 174 of the 2013 Acts.

With this statutory change, the need arises to establish a policy governing how any amount intercepted by the TSSBA would be allocated among TBR institutions. The attached policy is the recommended allocation protocol and focuses the intercept in the following sequence:

- First, the defaulting institution;
- Next, the institutions within the sector to which the defaulting institutions belongs (i.e. universities, community colleges, technology centers); and
- Finally, institutions with the remaining institutional sectors, including the Central Office.

This policy is recommended for approval.

Policy Area

4= Business and Finance Policies

Number – 4:01:01:30

Name: Tennessee State School Bond Authority Appropriation Intercept Program

Purpose

This policy establishes Board of Regents procedures for the operation of the Tennessee State School Bond Authority appropriation intercept program in the instance of payment default.

Applies To

Central Office

Universities

Community Colleges

Tennessee Technology Centers

Definitions

n/a

Policy**I. Background**

A. The Tennessee State School Bond Authority (TSSBA) is a corporate governmental agency and instrumentality of the State of Tennessee whose purpose is to finance capital projects for public institutions of higher education located in Tennessee by issuing its bonds and notes.

B. T.C.A. § 49-3-1206(b)(2) gives the TSSBA the authority to intercept an institution's operating appropriation if any annual financing charges or administrative fees are not paid when due and payable.

C. The operating appropriation of any and all TBR member institutions may be intercepted to remedy the inability of one TBR member institution to pay its prescribed annual financing charges and administrative fees.

II. Procedures if Payment Default Occurs

A. If a TBR member institution were to default on any annual financing charges or administrative fees and an appropriation intercept is necessary, the System's operating appropriations would be intercepted in the following order:

1. The operating appropriation of the defaulting institution would be intercepted in an amount equal to the unpaid financing charges or administrative fees due and payable;
2. Should the defaulting institution's operating appropriation be insufficient to satisfy the amount of finance charges or administrative fees due and payable, the remaining unpaid financing charges or administrative fees would be funded from appropriations to institutions within the same sector of the defaulting institution (i.e. university sector, community college sector, or technology center sector).
 - a. The remaining unpaid financing charges or administrative fees will be prorated to institutions within the sector based on their operating appropriation as a share of total appropriations to the sector.
3. If the steps outlined in 1 and 2 above are not sufficient to satisfy the unpaid finance charges or administrative fees due and payable of the defaulting institution, any remaining deficit will be prorated to institutions in other TBR institutional sectors (including the TBR Central Office) based on their operating appropriation as a share of appropriations to the sectors involved in a subsection 3 assessment.

III. Exceptions

- A. The Chancellor or his or her designee may approve exceptions to the requirements of this policy.

Source

TBR Board Meeting June, XX, 2013

Related

PRESIDENTS QUARTERLY MEETING

DIRECTORS QUARTERLY MEETING

May 2013

DATE: Presidents Meeting (May 21, 2013)
Directors Meeting (May 22, 2013)

AGENDA ITEM: Recommended Revisions to Guideline B-010 – Collection of Accounts Receivable

ACTION: Voice Vote

PRESENTERS: Vice Chancellor Dale Sims

BACKGROUND INFORMATION: Board Policy 4:01:03:00 (Payment of Student Fees and Enrollment of Students) and Guideline B-010 (Collection of Accounts Receivable) require that in order to register for classes in a subsequent semester a student must satisfy all outstanding debt to the institution. Students who fail to do so are “purged” from class roles by the first day of classes. In many cases this is due to the existence of small amounts of outstanding debt (such as unpaid parking tickets or library fines). Virtually all these students ultimately satisfy these small debt amounts and then go through the process of re-enrollment. This can result in students not being able to enroll in classes needed for timely completion (due to needed classes being full).

The recommended guideline revision would give institutions the discretion to allow enrollment past the first day of class when a student has an outstanding obligation of \$200 or less. Students would still be required to satisfy any outstanding debt by the 14th day of class (the second purge date). Institutions would also continue to withhold certificates of credit, diplomas, graduation reports, and transcripts for these accounts until they are paid in full or meet the criteria established in T.C.A §49-9-108. A companion change to Policy 4:01:03:00 (Payment of Student Fees and Enrollment of Students) is also being recommended to accomplish this change.

Guideline B-010

Subject: Collection of Accounts Receivable

1. GENERAL

This guideline applies to the collection of all accounts and notes receivable by institutions and technology centers in the Tennessee Board of Regents System. Institutions and technology centers shall, to the maximum extent practicable, require payment in advance for all services and goods to avoid the creation of receivables.

A. TBR Policy on the Payment of Fees. Policy No. 4:01:03:00 requires (with limited exceptions) that all assessed fees be paid in advance by a student before he or she is considered enrolled for any academic term.

B. Types of Receivables. Accounts and notes receivable may be generated from programs and activities including but not limited to: student loan programs, traffic and parking fines, library fines, bad checks, contracts, property rental, and damage, loss, or liability to the institution/technology center by others.

C. Security Deposits. Institutions and technology centers are authorized to require any person to post a deposit or security bond, or provide appropriate insurance to offset potential obligations to the institution or technology center arising from programs or activities.

D. Statute of Limitations. Pursuant to T.C.A. Section 28-1-113, there is no time limit on the institutions' or technology centers' authority to collect receivables unless otherwise expressly provided by statute.

2. GENERAL COLLECTIONS PROCEDURES

A. Institution and Technology Center Procedure. Each institution and technology center shall establish a systematic process and procedure for collecting receivables from all persons including students and employees. The provisions included in this guideline may be modified by an institution based on sound and responsible management practices. Any modifications should result in more cost-effective procedures or provide better or more convenient service to debtors of the institution without compromise to collection.

B. Billing. Collection efforts should begin no later than thirty days after the obligation has been incurred or other fixed due date. An institution may negotiate alternative payment arrangements with debtors when such arrangements offer the best prospect of collecting the debt.

C. Delinquent Accounts. A minimum of three billings or letters of contact shall be sent by the institution at thirty-day intervals once an account becomes delinquent. For debts greater than \$100, the third letter should indicate that the account will be referred to a collection agency if payment is not made within a specified date. Sending letters by certified mail is optional.

An account becomes delinquent based on the payment criteria established by the institution for the type of debt involved. For example, debts from students may not be classified as delinquent until a student fails to enroll in a subsequent fall or spring semester where the provisions of the "Enrollment and Record Holds" in 2.e. below would

apply. On the other hand, rent for an apartment may become delinquent when rent is not paid by the tenth day after the due date.

D. Defaulted Accounts. Accounts are classified as defaulted when the institution's established collection efforts for the type of debt have failed to produce payment. Receivables of \$100 or more shall be referred to a collection agency if the institution's/technology center's collection efforts are unsuccessful. The accounts should be submitted to the agency within a reasonable time after the final collection letter is sent if the debtor has not responded. Referral of accounts under \$100 to a collection agency is not required. No additional collection efforts are required for receivables under \$100 except as provided for under Enrollment and Record Holds (Section 2e) and Employee Receivables (Section 3). See Section 10 for write/off procedures.

E. Enrollment and Record Holds. A student must pay any past due debts and obligations incurred in prior academic terms before being permitted to register. Additionally, all known debts and obligations incurred during the current term must be paid prior to a student being allowed to pre-register for any future terms. **Institutions have the discretion to allow enrollment in the following semester when the outstanding obligation is \$200 or less. Institutions will continue to withhold certificates of credit, diplomas, grade reports, and transcripts for these accounts until they are paid in full or meet the criteria established in T.C.A §49-9-108. All outstanding debts must be fully satisfied by the 14th day purge of the semester in which enrollment with outstanding debt was allowed.**

An amount owed under the institution's installment payment plan for enrollment fees which is not yet due shall not cause a hold to be applied. A notice stating the specific amount due should be sent to each such student prior to completion of registration. **In addition,** Pursuant to T.C.A. Section 49-9-108, no grade reports, certificates of credit, diplomas or transcripts will be issued to any student with any unpaid or delinquent debt or obligation owed to the institution or technology center unless such debt or obligation is evidenced by notes or other written contracts providing for future payment, such as, but not limited to, loans authorized under federal or state education or student assistance acts. Additionally, once a petition in bankruptcy has been filed, all holds should be lifted. See Section 9. However, the institution/ technology center has no obligation to provide student grade reports, etc., unless specifically requested to do so. TCA 49-9-108 further provides that the withholding of grade reports, certificates of credit, and diplomas does not apply to debts that are both less than \$25 and more than 10 years old.

F. Aging. All receivables should be aged at least annually.

G. Documentation. Accurate records of correspondence, telephone calls, and personal contacts with borrowers shall be maintained. Institutions/ technology centers shall comply with record maintenance, safekeeping, and retention regulations for federally funded loans.

3. EMPLOYEE RECEIVABLES

A. Procedure for Withholding. Employee receivables (including student employees) may result from, among other things, traffic and parking fines, library fines, institution/technology center services or bad checks. In order to recoup the amount owed from the employee's paycheck, notice of intent to withhold must be sent to the employee by registered or certified mail, or personally delivered. The notice should inform the employee of the amount alleged to

be owed and should specify that he may elect to pay the debt in full, authorize deductions from his paycheck or, if the employee is terminating, the check for accrued but unused annual leave, or contest the intent to withhold through an institutional or TUAPA hearing. Subsequent to receiving a predeprivation notice of the debt owing, the employee, within 15 calendar days of receipt of such notice, must:

1. Pay the debt in full;
2. Authorize the institution/technology center to withhold a designated amount from each subsequent paycheck or, if the employee is terminating, from the accrued but unused annual leave until the debt is paid in full;
3. Elect to contest the intent to withhold through an institutional hearing; or,
4. Elect to contest the intent to withhold through a contested case hearing held pursuant to TCA Section 4-5-301, et. seq.

If the employee elects an institutional hearing, the employee shall appear on behalf of himself but is entitled to be advised by counsel. The Chief Business Officer of a campus or unit or his/her representative, or a representative of the department involved in the debt, shall be present to represent the Institution/Technology Center. The case will be heard before one hearing officer designated to hear all cases on that date. The hearing officer must be an individual who is not so closely connected with the collection of the debt that he/she cannot render an unbiased and objective decision on the validity of the debt. Such hearing should be held within one week of the decision to elect the hearing. The hearing officer shall render his/her decision on the validity of the debt. If the debt is ruled valid, the debt shall be deducted from the employee's payroll check beginning at the end of the next appropriate pay period in accordance with deduction schedules. If the employee elects a TUAPA hearing, the Office of General Counsel should be notified immediately. If the employee refuses to pay, authorize deduction, or specify or waive a hearing process, a TUAPA hearing must be initiated. The employee's failure to appear at either an institutional or TUAPA hearing will constitute default, and, if a prima facie case is presented that the debt is owed, it will be deemed valid; the appropriate deductions may then be made. Additionally, if a TUAPA hearing, a Default Order must be issued. If the employee does not appeal the Default Order, funds may be deducted as specified.

B. Limitations on Amounts to be Withheld. The deduction from any check shall not exceed the maximum deductible under state garnishment laws. The maximum amount of disposable earnings of an individual for any work week which is subjected to garnishment may not exceed: (1) Twenty-five percent (25%) of his disposable earnings for that week; (2) or thirty (30) times the federal minimum hourly wage at the time the earnings for any pay period become due and payable, whichever is less. In the case of earnings from any pay period other than a week, an equivalent amount shall be in effect. ("Disposable earnings" means that part of the earnings of an individual remaining after the deduction from those earnings of any amounts required by law to be withheld.) These limits are applicable to retirement funds, but are not applicable to checks for accumulated annual leave. Additionally, the above limits do not apply to employee overpayments.

C. Retirement Funds. If a former employee is found to owe a debt to the state, retirement funds may be utilized to pay off the amount owing to the extent permitted by Tennessee law. The same procedural steps outlined in 3.a. for

notice and the opportunity for a hearing must be followed. Accumulated retirement contributions of a former employee terminated for any reason and for which he has made application, or monthly benefits of a retired employee are subject to withholding to the extent permitted by Tennessee law.. A copy of the final order resulting from an institutional or TUAPA hearing, or a signed waiver of hearing and written agreement of the former employee authorizing deductions should be sent to the director of the retirement system along with a written request to withhold, specifying the reason for the claim and the total amount involved.

D. Recovery of Overpayments to Employees. Unlike cases in which the employee owes the institution money, in instances of overpayments to employees there is no obligation to provide a hearing. The institution is obligated, however, to attempt to recoup the funds. The institution should advise the employee in writing of the overpayment and the institution's proposed actions to correct the overpayment. The method of repayment will depend upon the amount of the overpayment, the time which has elapsed between the overpayment and its discovery, the hardship which immediate repayment might cause the employee because of amount of current salary and personal expenses, the culpability of the employees in not reporting the overpayment, and the longevity as well as the expectation that the employee will remain in state government until the repayment is completed.

If a current employee receives overpayment, the refund may be made in one of the following ways:

1. Repayment by the employee by cash or check; or,
2. Adjustment of deductions to be made automatically from the employee's paycheck, either with a single deduction or a series of deductions made from each paycheck until the full amount is recovered. The amount of partial payments recovered by the latter method should be reasonable and systematic so that full recovery will be completed within the shortest period possible.

If overpayment is discovered after the employee terminates employment with the state, an account receivable should be established. The former employee should be notified of the overpayment, the circumstances of the overpayment and a request that the employee contact the appropriate campus official. If the employee has not received his final paycheck, the appropriate deduction from that check can be made. If the final paycheck has been received, negotiations for reimbursement should be initiated. If repayment cannot be negotiated or collected, the account should be turned over to the collection agency. In the event collection is not possible, proper write/off procedures should be followed.

In instances in which the employee has agreed to systematic deduction(s) from his paycheck(s), written authorization from the employee is encouraged. Each campus shall draft forms to document overpayments, the steps taken to recoup same, any negotiated repayment plan, the amounts received, and any write/off of the overpayment.

4. RETURNED CHECKS

A. Enrollment Fees. Pursuant to the Board Policy on the Payment of Fees and Enrollment of Students (4:01:03:00), if any student tenders payment of fees by a check that is subsequently dishonored by the bank, and the check is not redeemed within the time period specified below, the institution has the option to not consider that student enrolled at the institution or technology center. At the discretion of the institution, the student may be considered enrolled and

will be assessed the applicable returned check fee, the late registration fee, and will be denied grade reports, transcripts and future registration privileges until such dishonored check is redeemed. **Institutions have the discretion to allow enrollment when the outstanding obligation is \$200 or less.** Institutions and centers may deny future check writing privileges to students that have paid registration fees with checks that are subsequently dishonored.

A student paying enrollment fees with a check that is dishonored must redeem the check within 10 calendar days from receipt of the notice. Notice should be sent by the institution/technology center to the student no more than three (3) working days from receipt of notice of a bad check from the bank. Notice by certified mail is optional. The institution/technology center will have 5 working days after the expiration of the 10 calendar days to pursue any additional collection efforts deemed necessary. Immediately after the 5 working days, the student will be deleted if the check has not been redeemed in full if that option is selected by the institution. Enrollment fees including returned check fees for students de-enrolled for bad checks should be reversed.

B. Non-Student or Non-Employee. Any person other than a student or employee who tenders a check for payment for goods or services which is subsequently dishonored shall be given the opportunity to redeem the check and pay the amount due in cash. The person shall be given notice of the dishonored check, sent certified mail, demanding payment within ten (10) days.

C. Collection of Dishonored Checks. A check presented for payment of any goods or services which is subsequently dishonored shall be treated as an account receivable under Section 2. Any transactions that have been processed should be reversed when possible and appropriate.

D. Future Check-Writing. Receipt of one or more bad checks from any person may result in that person becoming ineligible to make payments by check thereafter, or to have any check cashed by the institution/technology center. A record of individuals who have written bad checks should be maintained.

5. RENT COLLECTIONS

The terms of the lease should be consulted in the event of failure by the tenant to timely pay rent. In counties with populations more than 200,000 according to the 1970 federal census, the Tennessee Residential Landlord and Tenant Act (the ACT) applies and provides, at T.C.A. Section 66-28-505, that upon noncompliance with the rental agreement, the landlord shall deliver a written notice to the tenant specifying the noncompliance and stating that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice. If the noncompliance is not remedied in fourteen (14) days, the rental agreement shall terminate as provided in the notice. If the tenant remits the rental but subsequently again fails to pay rent within a 6 month period, the rental agreement may be terminated upon at least fourteen (14) days written notice specifying the noncompliance and the date of termination of the rental agreement. In counties where the Act applies, written notice is required when rent is unpaid unless otherwise specifically waived in a written rental agreement. In counties where the Act does not apply, it will provide guidance concerning landlord/tenant issues. Generally, the length of the notice period equals the rental period, for example, 30 days notice is required where rent is due monthly. In the event the rent remains unpaid at the end of the month, the institution/technology center should proceed with an action to evict the tenant. The Office of

General Counsel may be notified to provide any required assistance in the proceedings. Accrued rents which are unpaid shall be treated as accounts receivable of the institution/technology center; refer to Section 2.

6. FEDERAL LOANS

A. Federal Regulations. Collection officers should be certain that they are consulting the most recent legal authorities concerning Federal loans. These authorities include interpretative materials, issues letters, manuals, Congressional Enactments and Federal Department of Education Regulations.

B. Pre-Loan Counseling. Federal regulations require a school to conduct entrance counseling to stress the importance of repayment, describe the consequences of default and emphasize the terms of repayment. An individual with Federal Regulations expertise should be available during and after the session to answer questions.

C. Exit Interview. An individual or group exit interview must be conducted to discuss the borrower's financial responsibilities and to obtain updated information. Exit interview materials may be sent by certified mail to borrowers who do not attend the exit interview.

The borrower should be provided with a copy of the note and two copies of the repayment schedule. These schedules can be provided either in person or by certified mail. The borrower should promptly sign and return one of the schedules to the institution/school technology center. A minimum payment of \$30 per month should be required for Perkins Loans made prior to October 1, 1992, \$40 per month for Perkins Loans made after October 1, 1992, and \$15 per month for Health Professions Student Loan (HPSL) and Nursing Student Loan (NSL) programs.

D. Grace Period Notices. Contact with the borrower should be made during the initial and post-deferment grace periods. For a nine-month grace period, notices are required 90 days, 180 days and 240 days after the grace period begins. For a six-month grace period, notices are required at 90 days and 150 days. The last contact should coincide with the first billing notice.

E. Billings. A written notice and statement of account should be sent at least 30 days before the first payment is due. If a coupon system is used, coupons should be sent instead of statements. Future statements should be sent at least 15 days before each payment is due.

F. Late Payments or Delinquent. Three past due notices should be sent beginning when the debt is fifteen days past due. The second notice is sent 30 days from the first notice. A final demand letter should be sent within 15 days of the second past due notice. If all past-due follow-up procedures have failed to elicit a response, a telephone call is required within 30 days of the final demand letter.

G. Cancellations or Deferments. An institution/technology center may postpone loan repayments for a 12 month period if the borrower will be providing services eligible for loan cancellation or deferment. Interest does not accrue and the loan is not considered delinquent when in a deferred status. The borrower must request deferment and cancellation status on an annual basis. If, at the end of the postponement period, the borrower does not qualify for cancellation or deferment, the postponed payments are due.

H. Acceleration. The borrower must be given written notice of intent to accelerate at least 30 days in advance. This can be included in the final demand letter.

I. Federal Loans Not Written Off. Annual collection efforts should be pursued for Federal loans that are not able to be written off or turned over to the U.S. Department of Education.

J. Perkins Loans. The IRS/ED skip-tracing service should be used for Perkins Loans.

7. COLLECTION AGENCIES

A. General. The Tennessee Board of Regents shall provide, on a system-wide basis, collection services through one or more companies. The service should provide for the referral of all types of delinquent accounts and notes from the institutions and technology centers to the designated company only after campus collection efforts have been exhausted. The terms of the contract and RFP govern all collection actions. Unless otherwise prohibited by law or regulation, any note, contract or lease which may result in accounts receivable to the institution or technology center should contain a provision pursuant to which the person will be responsible for the costs of collection and reasonable attorneys' fees in the event of default, and should further provide for the assignment of the account or note to the proper agency.

B. Billing Services. Institution/technology center may use an outside billing service to collect payments on accounts receivable. The service should be familiar with all provisions of loan programs and provide prompt, clear and accurate bills.

C. Credit Bureaus. Institution/technology center may report all loans when made to a credit bureau. The institution/technology center must obtain the borrower's consent to report loans not in default by including a statement in the promissory note or some other document that is signed by the borrower at the time the loan is made.

D. Collection Agency. Accounts that are still delinquent 30 days after the final collection letter should be turned over to a collection agency. Receivables less than \$100 are not required to be turned over to a collection agency.

E. Reporting Requirements. The collection agency should be required to report the status of delinquent loans periodically to each institution/technology center and to the Tennessee Board of Regents.

F. Revised Repayment Plan. A revised repayment plan agreement should be signed by the borrower if the borrower returns to repayment status.

G. Recalling Accounts From Collection Agency. No account should be recalled from a collection agency other than debts eligible for deferment, postponement, cancellation, bankruptcy, death, disability or some other mitigating circumstance (institutional error, etc.). No account should be recalled in order for a borrower to re-enroll or obtain a transcript. The borrower should pay the accelerated amount plus collection costs to the collection agency.

8. LITIGATION

A. General. After all other attempts at collection have failed, the institution/technology center must authorize litigation of accounts of \$2,000 or more providing litigation costs do not exceed the amount which can be recovered. Generally the collection services contract will provide for litigation when appropriate.

B. Federal Loans. If a Federal loan cannot be litigated for any of the following reasons, it should be assigned to the U.S. Department of Education: (1) Borrower has no assets, (2) Address unknown, (3) Debtor is incarcerated, (4) Debtor is on Public Assistance, (5) Unable to serve borrower with court papers, (6) Litigation is in process and debtor skips, (7) Expected cost of litigation exceeds amount to be recovered from borrower.

9. BANKRUPTCY

A. General Information - Each institution/technology center shall designate a bankruptcy contact person to serve as a liaison between the institution and the Attorney General's office. Once notice of, or a petition for, bankruptcy is received, all collection efforts against the debtor must cease immediately. If the account is at a collection agency, the file must be returned to the institution/technology center immediately. The institution/technology center should immediately forward the file to the Attorney General's office with a Referral Form and the documentation specified on the Referral Form. The institution/technology center should also provide a copy of this information to the TBR General Counsel's office. The Attorney General's office will advise the institution/technology center when and if collection efforts may resume, depending on the debt's dischargeability.-

NOTE: Effective for actions filed on or after 5/28/91, the period during which an educational loan may not generally be discharged will increase from five (5) years to seven (7) years. This period is calculated from the date the loan first came due to the date the bankruptcy action was filed, exclusive of periods during which repayment obligations are suspended. Additionally, obligations to repay an "overpayment" of, or any other obligation to repay an "educational benefit" provided by a governmental unit or under a program funded by a government unit or non-profit institution will be excepted from discharge during the same seven year period under either Chapter 7 or 13 unless the borrower establishes that repayment constitutes undue hardship.

B. Chapter 7 / (Liquidation) Upon receiving any notice of the filing of a petition, all collection efforts against the debtor must be suspended immediately until the bankruptcy has been discharged. Collection efforts may continue against an endorser. The institution/technology center shall immediately forward the file to the Attorney General's office with a Referral Form and the documentation specified on the Referral Form. A copy of this information should also be provided to the TBR General Counsel's office.

Educational loans: If the date of bankruptcy filing is after the expiration of the exception period, the loan should be written off once the notice of discharge is received unless there is some other basis upon which to challenge dischargeability. The Attorney General's office will contact the institution/technology center to advise whether the debt is dischargeable. However, if there is an endorser, collection efforts may proceed against him. If the date of bankruptcy filing is before the expiration of the exception period, collection activity may be reinstated once the notice of discharge is received due to the self/executing nature of the exception unless the debtor has been able to establish dischargeability of the debt through an adversary proceeding. If the institution/technology center is served with a summons and complaint, the institution/technology center shall immediately fax to the Attorney General's bankruptcy

unit a copy of the Summons and Complaint, the debt payoff amount, the date the note went into repayment, and any deferment and/or forbearance history. A copy of this information should also be provided to the TBR General Counsel's office.

Other debts: The institution/technology center shall immediately forward the file to the Attorney General's office with a Referral Form and the documentation specified on the Referral Form. A copy of this information should also be provided to the TBR General Counsel's office. When the notice states "No assets," unless the institution/technology center is a secured creditor (in which case a proof of claim would have been filed), the debt must be written off once the Attorney General's office provides the institution/technology center with notice of discharge.

C. Chapter 13 (Reorganization)

NOTE: For petitions filed on or after 11/5/90, an educational loan is non-dischargeable if the loan first became due within five years calculated from the date the loan first came due to the date the bankruptcy action was filed, exclusive of periods during which repayment obligations are suspended. Effective for bankruptcies filed on or after 5/28/91, that same five (5) year period was increased to seven (7) years. See NOTE above for further details.

Regardless of the date of filing or the nature of the debt owing, upon receiving any notice of the filing of a petition, all collection efforts against the debtor and endorser must cease immediately. The institution/technology center shall immediately forward the file to the Attorney General's office with a Referral Form and the documentation specified on the Referral Form. A copy of this information should also be provided to the TBR General Counsel's office. The Attorney General's office will advise the institution/technology center whether the debt is dischargeable and the extent to which collection activities may be reinstated.

If the seven (7) year exception period applies and the debtor serves the institution/technology center with a summons and complaint the institution/technology center shall immediately fax to the Attorney General's bankruptcy unit a copy of the Summons and Complaint, the debt payoff amount, the date the note went into repayment, and any deferment and/or forbearance history. A copy of this information should also be provided to the TBR General Counsel's office.

Other debts: The institution/technology center shall immediately forward the file to the Attorney General's office with a Referral Form and the documentation specified on the Referral Form. A copy of this information should also be provided to the TBR General Counsel's office. The Attorney General's office will advise the institution/technology center as to the dischargeability of the debt.-

10. WRITE/OFFS

A. Authority. The Tennessee Board of Regents and its institutions/technology centers are authorized to write off uncollectible receivables pursuant to policies outlined in Chapter 0620-1-9 of the rules of the Department of Finance and Administration. This includes the write/off of any account of five thousand dollars (\$5,000) or greater and/or accounts aggregating twenty-five thousand dollars (\$25,000) or more. Receivables submitted for write/off must have been subjected to appropriate collection efforts in accordance with this guideline and institution/technology center procedures. (See Attachment C)

B. Reserve. A reserve for doubtful accounts should be established for activities for which accounts receivable represent a material amount to the activity income. The reserve should be reported in the financial records of the institution/technology center. Receivables which prove to be uncollectible after prescribed collection efforts have been exhausted should be written off by a charge to the reserve for doubtful accounts after appropriate approvals are obtained.

C. Approval. The proposed write/offs must be approved by institution/technology center officials not directly involved in recording and collection of accounts receivable. The institution/technology center president and chief business officer should certify compliance with the prescribed statute and collection guidelines. The accounts submitted for write/off should be single accounts of \$5,000 or more and/or accounts aggregating \$25,000 or more. The write/off request summary and certification, along with a detailed list of the accounts, should be submitted to the Vice Chancellor for Business and Finance's office for approval.

The write/off request must be approved by the Chancellor or designee and General Counsel and forwarded by TBR for approval by the Commissioner of Finance and Administration and the Comptroller of the Treasury. TBR will send approved write/offs to the institution/technology center for the appropriate accounting.

Requests for the write-off of single accounts of less than \$5,000 and/or accounts aggregating less than \$25,000 shall be approved at the institution level by the appropriate officials. These requests do not require additional approval by the Tennessee Board of Regents office or State Departments.

D. State/TBR Employees. Any debtors identified by the TBR or State as employees with debts \$50 and above will not be approved for write/off. Information on the employing institution/technology center or agency will be returned to the institution/technology center for additional collection efforts.

If the debtor is a state employee, the Chief Business Officer of the department employing the debtor should be notified. The department employing the individual will be responsible for taking the appropriate action to collect the debt. If the department is unsuccessful in collecting the debt, written notification will be sent to the institution/technology center. The written notification shall be submitted with the next write/off request for approval.

If the debtor works for another TBR institution/technology center, the Chief Business Officer of the employing institution/technology center should be notified and will be responsible for collecting the debts utilizing the steps in Section 3, Employee Receivables, of this policy. Written notification should be sent to the requesting institution/technology center if collection efforts are unsuccessful. The written notification shall be submitted with the next write/off request for approval. The institution/technology center may agree to payment through payroll deductions if the employee signs a payroll deduction authorization.

E. Former TBR Employees. If a debt or obligation was incurred while a TBR employee, the debt constitutes an account receivable; refer to Section 2.

F. Holds on Written Off Receivables. A hold on transcripts and future registration will continue until the debt is cleared for former students whose receivables were written off if the debt was twenty-five (25) dollars or more.

Institutions have the discretion to allow enrollment in the following semester when the outstanding obligation is \$200 or less. Institutions will continue to withhold certificates of credit, diplomas, grade reports, and transcripts for these accounts until they are paid in full or meet the criteria established in T.C.A §49-9-108. All outstanding debts must be fully satisfied by the 14th day purge of the semester in which enrollment with outstanding debt was allowed.

11. GRAMM-LEACH-BLILEY ACT CONTRACT CLAUSE

Include the standard language printed below in all future contracts with third party service providers that have access to the institution's customers' non-public financial information.

"Throughout the term of this Agreement, Service Provider shall implement and maintain 'appropriate safeguards,' as that term is used in § 314.4(d) of the FTC Safeguard Rule, 16 C.F.R. § 314, for all 'customer information,' as that term is defined in § 314.2(b) of the FTC Safeguard Rule, delivered to Service Provider by Institution pursuant to this Agreement. The Service Provider shall implement an Information Security Program ('the Program') as required by the FTC Safeguard Rule. Service Provider shall promptly notify the Institution, in writing, of each instance of (i) unauthorized access to or use of that nonpublic financial customer information that could result in substantial harm or inconvenience to a customer of the Institution or (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of that nonpublic financial customer information.

Service Provider shall forever defend and hold Institution harmless from all claims, liabilities, damages, or judgments involving a third party, including Institution's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligations under this provision. Service Provider shall further agree to reimburse the Institution for its direct damages (e.g., costs to reconstruct lost or altered information) resulting from any security breach, loss, or alteration of nonpublic financial customer information caused by the Service Provider or its subcontractors or agents.

Service Provider grants Institution the right to conduct on-site audits, as deemed necessary by the Institution, of the Service Provider's Program to ensure the integrity of the Service Provider's safeguarding of the Institution's customers' nonpublic financial information.

Institution retains the right to unilaterally terminate the Agreement, without prior notice, if Service Provider has allowed a material breach of its Program in violation of its obligations under the GLBA, if Service Provider has lost or materially altered nonpublic financial customer information, or if the Institution reasonably determines that Service Provider's Program is inadequate.

Within thirty (30) days of the termination or expiration of this Agreement, Service Provider shall, at the election of Institution, either: (1) return to the Institution or (2) destroy (and shall cause each of its agents to destroy) all records, electronic or otherwise, in its or its agent's possession that contain such nonpublic financial customer information and shall deliver to the Institution a written certification of the destruction."

Source: November 16, 1977, TBR presidents meeting. Revised July 1, 1984. Revised May 17, 1988. Revised May 12, 1992. Revised August 9, 1994, TBR presidents meeting. Revised November 9, 1994, TBR presidents meeting. Revised May 14, 1996, presidents meeting. Revised August 25, 1998, presidents meeting. Revised May 11, 1999, presidents meeting. Revised May 21, 2001 presidents meeting. Revised May 16, 2006 presidents meeting. Revised November 8, 2006 presidents meeting; Presidents Meeting August 19, 2008; Presidents Meeting November 5, 2008.

PRESIDENTS QUARTERLY MEETING

DIRECTORS QUARTERLY MEETING

May 2013

DATE: Presidents Meeting (May 21, 2013)
Directors Meeting (May 22, 2013)

AGENDA ITEM: Recommended Revisions to Policy 4:01:03:00 – Payment of Student Fees and Enrollment of Students

ACTION: Voice Vote

PRESENTERS: Vice Chancellor Dale Sims

BACKGROUND INFORMATION: Board policy 4:01:03:00 (Payment of Student Fees and Enrollment of Students) and Guideline B-010 (Collection of Accounts Receivable) require that in order to register for classes in a subsequent semester a student must satisfy all outstanding debt to the institution. Students who fail to do so are “purged” from class roles on the first day of class. In many cases this is due to the existence of small amounts of outstanding debt (such as unpaid parking tickets or library fines). Virtually all these students ultimately satisfy these small debt amounts and then go through the process of re-enrollment. This can result in students not being able to enroll in classes needed for timely completion (due to needed classes being full).

The recommended policy revision would give institutions the discretion to allow enrollment past the first day of class when a student has an outstanding obligation of \$200 or less. Students would still be required to satisfy any outstanding debt by the 14th day of class (the second purge date). Institutions would also continue to withhold certificates of credit, diplomas, grad reports, and transcripts for these accounts until they are paid in full or meet the criteria established in T.C.A §49-9-108. A companion change to Guideline B-010 – Collection of Accounts Receivable – is also being recommended to accomplish this change.

Policy 4:01:03:00

Subject: Payment of Student Fees and Enrollment of Students

(1) An applicant for admission to an institution or Tennessee Technology Center governed by the Tennessee Board of Regents will be considered and counted as a student when all assessed fees have been paid in cash, or when the initial minimum payment due under the deferred payment plan has been paid, or when an acceptable commitment from an agency or organization approved by the institution or center has been received by the institution or center. An applicant shall possess an acceptable commitment when he/she has timely submitted an application(s) for financial aid with the reasonable probability of receiving such.

(2) When an applicant tenders payment of fees by means of a personal check, the applicant may be considered and counted as a student. When the check is subsequently dishonored and returned, unless the student then pays the fees in cash, the institution has the option to not consider that student as enrolled for the term. At the discretion of the institution, the student may be considered enrolled and will be assessed the applicable returned check fee, the applicable late registration fee, and will be denied grade reports, transcripts and future registration privileges until such dishonored check is redeemed. Pursuant to T.C.A. § 49-9-108, diplomas, certificates of credit, and grade reports cannot be withheld for debts that are both less than \$25 and more than 10 years in age. Institutions and centers may deny future check writing privileges to students that have paid registration fees with checks that are subsequently dishonored. While institutions have discretion in how these situations will be handled, all students must be treated the same at that institution. **Additionally, institutions have the discretion to allow enrollment in the following semester when the outstanding obligation is \$200 or less. Institutions will continue to withhold certificates of credit, diplomas, grade reports and transcripts for these accounts until they are paid in full or meet the criteria established in T.C.A §49-9-108. All outstanding debts must be fully satisfied by the 14th day purge of the semester in which enrollment with outstanding debt was allowed.**

(3) An acceptable commitment from an agency or organization shall be limited to a commitment which identifies the applicant and promises to pay all unpaid assessed fees for such applicant.

(4) Agencies or organizations which may be approved by the institution for purposes of making acceptable commitments for applicants shall be limited to agencies of the federal or state governments authorized to provide financial aid, established financial institutions within the state, established in-state and out-of-state corporations which employ the applicant, foreign embassies and foreign corporations, and other organizations within the state which have previously demonstrated the ability to pay the commitment. No commitments from individuals will be accepted on behalf of applicants.

(5) This policy shall not affect enrollment of students receiving financial assistance from any federal or state financial aid program(s). All state financial aid granted to a student shall be applied to pay maintenance fees or tuition, student dormitory or residence hall rental, board, and other assessed fees before any excess may be distributed to the student.

(6) All assessed fees shall include maintenance fees, tuition, debt service fees, service charges, and any other incidental fees assessed at the time of registration, and shall include any and all assessed fees outstanding from prior enrollment at the institution by an applicant. All fees shall be assessed and payable at the time of registration to the extent determinable. Assessed fees shall include rental and board fees where such fees are payable in full at the time of registration. Otherwise, assessed fees shall include the first periodic payment of rental and board fees in advance.

(7) Assessed fees for student dormitory and residence hall units may be payable on a monthly basis in advance in accordance with the provisions of an optional monthly payment plan which shall be established by each institution in accordance with the provisions of the policy on student residence regulations and agreements.

(8) No applicant will be considered for admission as a student until all due and payable outstanding fees and charges from prior terms, of whatever nature, have been paid by the applicant. **Institutions have the discretion to allow enrollment in the following semester when the outstanding obligation is \$200 or less. Institutions will continue to withhold certificates of credit, diplomas, grade reports, and transcripts for these accounts until they are paid in full or meet the criteria established in T.C.A §49-9-108. All outstanding debts must be fully satisfied by the 14th day purge of the semester in which enrollment with outstanding debt was allowed.**

(9) The institutions are authorized, subject to approval by the Board, to establish charges for late registration and/or checks which are returned dishonored, and such charges shall become assessed fees for purposes of admission.

(10) In accordance with these guidelines, the president of an institution has the authority to determine the applicability of certain fees, fines, charges, and refunds, and to approve exceptions in instances of unusual circumstances. The Vice Chancellor for Technology Centers shall have this authority for the Tennessee Technology Centers. All such actions should be properly documented for auditing purposes.

Source: TBR Meetings, June 20, 1975; September 30, 1983; June 24, 1988; June 29, 1990; June 21, 1996; December 8, 2006; December 4, 2008.

PRESIDENTS QUARTERLY MEETING

DIRECTORS QUARTERLY MEETING

May 2013

DATE: Presidents Meeting (May 21, 2013)
Directors Meeting (May 22, 2013)

AGENDA ITEM: Recommended Revisions to Policy 4:03:03:00 – General Travel

ACTION: Voice Vote

PRESENTERS: Vice Chancellor Dale Sims

BACKGROUND INFORMATION:

The current travel policy includes a section governing approval for out of country travel and a separate section governing approval for travel to Canada. Required approvals in both sections are the same.

The recommended revision simplifies the existing policy by removing the section dealing with Canadian travel. If approved, authorization for travel to Canada would fall under the section of the policy dealing with out-of-country travel.

III. Authorization of Travel

1. Approving Authorities - The president or director or his or her designees shall have authority to approve travel by employees of the various institutions and schools. The Chancellor or his or her designees shall have authority to approve travel by employees of the Board. Authorization for travel by a student, regardless of the destination, shall be approved by the president or director of the institution or school or his or her designee.

2. In-State Travel - All employees must obtain prior authorization for in-state travel by the employee's appropriate approving authority. Written authorization may not be necessary for in-state travel where the expected expenses will not be substantial, or when there is no advance notice of the circumstances necessitating the travel, and such travel is approved orally by the appropriate approving authority. Employees whose employment requires frequent in-state travel may obtain blanket authorization in writing for such travel.

3. Out-of-State Travel - All employees must obtain prior written authorization for out-of-state travel, which must be approved by the employee's appropriate approving authority. The authorization must show the name of the person traveling, purpose of the trip, destinations, date of departure and return, mode of transportation, estimated expenses, and availability of funds. If, in the normal course of official business, the employee must routinely travel into another state and back in the same day, such travel will be considered in-state travel and shall be subject to the in-state travel provisions. This exception applies for trips which do not exceed 50 miles into another state. Employees whose employment requires frequent out-of-state travel may obtain blanket authorization in writing for such travel.

~~4. Canada Travel - Authorization for travel by an employee to Canada shall be approved by the president for employees of institutions, the Vice Chancellor for Technology Centers for employees of the schools, and the Chancellor for employees of the Board.~~

4. All Other Travel - Authorization for travel by an employee to Alaska, Hawaii, and all out-of-country travel shall be subject to approval by the president. Authorization for travel to Alaska, Hawaii, and all out-of-country travel by the president shall be subject to approval by the Chancellor (or designee). Authorization for travel to Alaska, Hawaii and all out-of-country travel by an employee of a technology center shall be subject to approval by the Vice Chancellor of Technology Centers.

PRESIDENTS QUARTERLY MEETING

DIRECTORS QUARTERLY MEETING

May 2013

DATE: Presidents Meeting (May 21, 2013)
Directors Meeting (May 22, 2013)

AGENDA ITEM: Proposed Revision to TBR Guideline P-110 – Employee
Grievance/Complaint Guideline

ACTION: Requires Vote

PRESENTER: Vice Chancellor Dale Sims

BACKGROUND INFORMATION:

TBR Guideline P-110, Employee Grievance/Complaint Guideline has been revised to: provide clarity of the grievance process; include the language related to unlawful discrimination and harassment being covered under a separate Guideline (P-080) updated last year; and to correct the records retention requirement. Specifically, the guideline has been modified to clarify that the employee begins the face-to-face meetings with the individual who initiated the employment action, which may not necessarily be the supervisor.

The attached proposed revisions incorporate feedback from all TBR attorneys, as well as the HR Officers. The proposed revisions were reviewed and are recommended by the Human Resources Officers Committee and the Business Officers Sub-Council.

Guideline P-110

Subject: Employee Grievance/Complaint Guideline

I. APPLICATION OF GUIDELINE

A. This Guideline applies to employees of an institution/center and has been developed to assist ~~institutionsiversities, community colleges, technical institutes and Tennessee Technology Centers~~ in drafting procedures for addressing grievances and complaints filed ~~by institution/center employees~~. There shall be two types of procedures, which each institution/center shall address through policies developed pursuant to this Guideline. The two types are: 1) grievances, which are subject to committee review; and, 2) complaints which must be resolved without committee review. Standard grievance forms shall be made available to employees at each work site, but no grievance may be denied because a standard form has not been used.

B. The following is a minimum which must be incorporated in the institutional/center grievance and complaint procedures. The procedures may vary from ~~institutioneampus~~ to institutioneampus, but may not establish any right to a hearing except as set out herein.

C. This Guideline has no application to a termination procedure initiated against a tenured faculty member under TBR policy No. 5:02:03:60 Section V (I), or 5:02:03:70 Section VI (G)(2). This Guideline is not to be used for support staff employees who are demoted, suspended without pay, or terminated. In accordance with Tenn. Code Ann. § 49-8-117, *Support Staff Grievance Procedure*, support staff employees who are demoted, suspended without pay, or terminated must follow the grievance process contained in Guideline P-111. Support staff employees who wish to challenge other employment actions not covered by Guideline P-111, however, may utilize the procedures set forth in the guideline, as applicable.

If the grievance involves or is based on unlawful discrimination or unlawful harassment, the process set out in Guideline P – 080 must be utilized; however, if the President's/Director's/or Chancellor's, as appropriate, decision includes demotion, suspension without pay, or termination, the employee so disciplined may use this procedure or the procedure described in TBR policy 1:06:00:05.

D. An employee may choose to utilize the procedure for review by the grievance committee established pursuant to this Guideline in ~~the following situations:~~
~~1. actions relating to the suspension of employees for cause or termination in violation of an employment contract which fall under TBR Policy No. 1:06:00:05 (Cases Subject to TUAPA), or TBR Policy No. 5:02:03:60 Section V (I)(2) or 5:02:03:70 Section VI (G)(2)(b) (suspension of tenured faculty) or TBR Policy No. 5:02:03:10 Section III (O)(2) (suspension of tenured faculty at TTCs); or,~~

~~E.2. aActions involving hearings appeals requested pursuant to TBR Guideline P 080 Section IVI (D). In such cases, both the Complainant and the Respondent have an opportunity to appeal the President's/Director's/ or Chancellor's, as appropriate, decision in writing to the~~

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~~President/Director/ or Chancellor, as appropriate, within ten (10) working days. See TBR Guideline P-080, Section IV(D) for additional details.~~

~~E.~~ The institution/center may choose to utilize the procedure for review by the grievance committee (established pursuant to this Guideline) when resolving a complaint initiated pursuant to TBR Policy No. 5:02:02:10 (Faculty Promotion at TTCs), 5:02:02:20 (Faculty Promotion at Universities), or 5:02:02:30 (Faculty Promotion at Community Colleges).

II. DEFINITIONS

A. GRIEVANCE – (Committee review available) – An employee may only grieve ~~those matters defined in 1. — 3. below. If the grievance involves or is based on unlawful discrimination or unlawful harassment, the process set out in Guideline P—080 must be utilized; however, if the President’s/Director’s/or Chancellor’s, as appropriate, decision includes disciplinary action, the procedures for implementing the decision shall be determined by this guideline. A grievance may result from any~~ actions the institution/center has taken against the employee which:

1. violates institution/center or TBR policy, or involves an inconsistent application of these same policies;
2. violates any constitutional right. The most likely areas of concern are the First, Fourth or Fourteenth Amendment of the federal constitution when that action hampers free speech, freedom of religion, the right to association, provides for improper search and seizure, or denies constitutionally required notice or procedures, or;
- ~~3.~~ 3. violates a federal or state statute not covered by TBR Guideline P-080.

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B. COMPLAINT – (Committee review not available) – A complaint is a concern which an employee wants to discuss with supervisory personnel in an effort to resolve the matter. Personnel actions such as performance evaluations, rates of pay, position re-classifications, job assignments, or position terminations due to reduction in force do not fall under the definition of complaint.

C. EMPLOYEE

For purposes of the grievance and complaint procedures, an employee is defined as ~~an administrator, faculty member~~ (though not including faculty on adjunct contracts), executive, administrative, professional staff, or clerical and support staff personnel. Probationary employees, ~~are also included in this definition.~~ Student workers, temporary employees, and graduate assistants are not included in the definition of employee.

D. EMPLOYMENT ACTION – Employment action is the demotion, suspension without pay, termination of an employee, or work assignments or conditions of work which violate statute or policy.

III. APPLICABILITY OF PROCEDURES

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A. ~~All employees shall have access to the grievance/complaint procedure as long as the process was initiated within the time frame set out in the procedure.~~

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B. ~~All employees are encouraged to discuss any problem with their supervisor or unit head prior to utilizing any grievance/complaint procedure. The institution/center should attempt to resolve each grievance/complaint at the lowest possible level.~~

IV. RESPONSIBILITY FOR IMPLEMENTATION

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A. ~~The President/Director/Chancellor, as appropriate, or his/her designee of the institution/center has ultimate responsibility for implementation of the grievance and complaint procedures, and provides the final decision at the institutional/center level.~~

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B. ~~Administrative, academic, and supervisory personnel are responsible for insuring that they inform and make available to all employees information concerning their right to file a grievance or complaint and their right to be protected from retaliation.~~

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C. ~~Retaliation No employee shall retaliate or discriminate against another employee because of the latter employee's filing of a grievance or complaint. In addition, no employee shall coerce another employee or interfere with the action of another employee in the latter employee's attempt to file a grievance or complaint. Administrative, academic and supervisory personnel should also be informed that they are responsible for ensuring that the employee is free from retaliation, coercion and/or discrimination arising from the employee's filing of or intent to file a grievance or complaint.~~

VIII. COMPLAINT PROCEDURE

A. The complaint procedure should state a time limit within which a complaint must be presented after the date the employee received notice or becomes aware of the action which forms the basis of the complaint. If the complaint arises from a repeated or continuing occurrence, the time limit begins from the date of the last such occurrence. Any complaint not presented within the time limit is waived and shall not be considered. Once a final determination is made, the employee may not later present the same complaint in an attempt to gain a more favorable outcome.

B. The institution/center policy shall indicate with whom a complaint is to be filed. It should also indicate that a complaint must be submitted in writing.

C. Resolution of complaints at a minimum requires the institution/center to: 1) allow the employee to present facts and/or materials; 2) investigate the dispute; and, 3) attempt to find a solution. The President/Director/Chancellor, as appropriate, or his/her designee shall be the final decision maker. Complaints do not include a right to any type of hearing, adversarial proceeding, nor the right to appeal to the Chancellor.

VI. GRIEVANCE PROCEDURE

(1) Procedure

A grievance must be initiated within fifteen (15) workdays after the employee receives notice or becomes aware of the action which is the basis for the grievance. The administrator considering the grievance at each step shall issue a written decision with specific reasons stated for the decision.

If the employee is not satisfied with the decision at any step, he/she must carry the grievance forward to the next step within fifteen (15) workdays after receiving the written decision. If the employee does not carry the grievance forward within fifteen (15) workdays, the grievance procedure shall be terminated and the grievance disposed of in accordance with the last written decision.

For purposes of this procedure, the term "workdays" refers to Monday through Friday. Any party involved in the grievance proceeding may request an extension of any deadline set forth in the policy. The institution shall establish procedures for consideration of extension requests. Once a grievance is initiated, the grievant may not later present the same grievance again in an attempt to gain a more favorable outcome.

(2) Testimony, Witnesses and Representation

At every step, the employee may testify and present witnesses and materials in support of his/her position. The testimony of an employee, given either on his/her own behalf or as a witness for another employee, will not subject an employee to retaliatory action. At every step, the employee may be accompanied by a representative as defined by the institution which may also specify the parameters of participation by the representative during the hearing process. At the discretion of the panel chair, additional employees from the unit may be allowed to attend the employee panel hearing conducted as the final step.

(3) Steps of Review

Step 1-- Supervisor or Administrator Instituting Employment Action:

a. Within fifteen (15) workdays after the employee receives notice or becomes aware of the action which is the basis for the grievance, the employee completes a Grievance Form (which may be obtained from Human Resources), submits it to Human Resources and provides a copy to his/her supervisor or the administrator instituting employment action. While a particular form is not required to file a grievance, the employee must make it clear that she/he intends to utilize the grievance procedures for resolution of the employment action.

b. Within fifteen (15) workdays after receipt of the grievance, the supervisor or administrator initiating employment action and the employee meet and discuss the grievance in a face-to-face meeting.

c. If the supervisor or administrator was not the one who recommended the original employment action, or is recommending a change from the original employment action, the supervisor or administrator will make a recommendation to the administrator who made the original employment action. Any changes from the original employment action must be approved by the

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President or Director, as appropriate, before being communicated to the employee. Within fifteen (15) workdays after the face-to-face meeting, the supervisor or administrator must communicate the decision in writing to the grievant with specific reasons stated for the decision. If the supervisor or administrator fails to respond or if the decision is not satisfactory to the employee, the employee may carry the grievance forward to Step 2.

Step 2--Next Higher Level of Management:

d. Within fifteen (15) workdays after receiving the written decision at Step 1, if the employee is not satisfied with the result of Step 1, the employee must notify Human Resources that he/she wants further review. Human Resources schedules a face-to-face meeting to occur within fifteen (15) workdays after receiving notice that the employee wants further review of the next level administrator.

e. Within fifteen (15) workdays after the face-to-face meeting, the next level administrator issues a written decision that includes specific reasons for the decision. Any changes from the original employment action must be approved by the President or Director, as appropriate, before being communicated to the employee.

At the institution's discretion, Step 2 may be repeated up through the Vice President or other appropriate administrator, as needed.

Step 3--Hearing:

f. Within fifteen (15) workdays after receiving the written decision at Step 2, the employee can request a grievance hearing before a panel of employees. The employee must notify Human Resources in writing whether he/she wants a hearing before an employee panel. Alternatively, the employee may request a hearing under TBR Policy No. 1:06:00:05 (Cases Subject to TUAPA), if applicable.

g. If the employee requests a hearing before an employee panel, Human Resources or the appropriate institutional person as defined by the institution policy selects the panel members, convenes the hearing and arranges for the grievance to be heard. The employee grievance panel may include non-exempt staff employees, exempt staff employees, or a combination of both exempt and non-exempt employees. The panel members representing the unit where the employee works may not serve on the grievance panel. Every effort should be made to include minorities, i.e. ethnic minorities and women, in the composition of the committee.

h. The grievance panel shall hear the grievance within fifteen (15) workdays, if practicable, after the date on which the employee submits his/her written request to Human Resources. The written recommendation of the institutional panel or commission is subject to review by the President, TTC Director, or in the case of grievances at the TBR Central Office, the Chancellor.

Step 4--Review by the President/ TTC Director/ or Chancellor, as appropriate:

The written recommendation of the grievance panel will be forwarded to the President, TTC Director, or Chancellor, as appropriate. Within fifteen (15) work days, if practicable, the President, TTC Director, or Chancellor, as appropriate, or a designee will notify the grievant of the final decision.

~~A. The grievance procedure should begin at the lowest appropriate supervisory level.~~

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~~B. The grievance procedure should state a time limit within which a grievance must be presented after the date the grievant received notice or becomes aware of the action which forms the basis of the grievance. If the grievance arises from a repeated or continuing occurrence, the time limit begins from the date of the last such occurrence. Any grievance not presented within the time limit is waived and shall not be considered.~~

~~Once a final determination is made, the grievant may not later present the same grievance again in an attempt to gain a more favorable outcome.~~

~~C. The institution/center shall require written grievances. However, the institution/center may choose to allow the grievant to present his/her grievance orally in the first one or two steps in the procedure.~~

~~D. The institution/center shall specify that written grievances are to be filed with the appropriate decision maker, or in the alternative, shall specify that all written grievances be filed in a central location with the appropriate decision maker being notified of the grievance.~~

~~E. The grievance, whether oral or written, should be stated in reasonable and temperate terms.~~

~~F. Written grievances should contain, at a minimum, the following information:~~

- ~~1. The grievant's name and job title.~~
- ~~2. The department in which the grievant is employed.~~
- ~~3. Explanation of the grievance citing the specific policies or statute claimed to have been violated or inconsistently applied, or the constitutional right abridged.~~
- ~~4. Names of persons with whom the grievance has previously been discussed and date on which the grievance was discussed with each.~~
- ~~5. Corrective action desired.~~
- ~~6. Date the written grievance is filed.~~
- ~~— Signature of the grievant.~~
- ~~7. _____~~

~~G. Institutions may wish to provide pre-printed forms asking for the desired information.~~

~~H. A written grievance may be returned to the grievant for additional information or restatement in clearer terms.~~

~~I. The grievant should be informed that s/he is entitled to be accompanied by an advisor at each step of the grievance procedure; however, the advisor may not act as an advocate but may act as an advisor only. Institutions Campuses may require the advisor to be an employee of the institution/center.~~

~~J. The person charged with making the decision at each step should be given the responsibility and authority for conducting a thorough and independent investigation. Consideration may be given to information and materials gathered at previous steps.~~

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~~K. The decision should be based on full and fair consideration of all pertinent facts and circumstances.~~

~~L. The procedure should include time limits within which a grievant dissatisfied with a decision must take the grievance to the next highest step. The decision maker at each step should also be given a time limit for notifying the grievant of the decision. The President/Director, or Chancellor, as appropriate, should be authorized to grant reasonable extensions of the time limits upon a showing of good cause.~~

~~M. Employees should be given the opportunity to pursue grievances pursuant to this policy during regular business hours. Each institution or school should insure that all parties have access to all persons, places, and official records for information necessary to the determination and processing of a grievance within specified time limits. This access shall not interfere with normal work flow of the institution.~~

~~N. Each institution/center policy should insure that a grievance can be withdrawn in writing at any stage of the process.~~

VII. GRIEVANCE COMMITTEE

~~A. The institution/center shall establish a grievance committee to advise the President/Director/Chancellor, as appropriate, or his/her designee on those grievances which could not be resolved and which reach the final decision-making level. Grievance committees are convened only at the request of the grievant for review at the next higher level.~~

~~B. The President/Director/Chancellor, as appropriate, or his/her designee shall determine the details of the grievance committee such as appointment, committee membership, the term of the committee members, etc. The committee appointment process shall allow for peer representation taking into account the distinctions between tenured faculty and non-faculty. The institution/center may choose to develop a pool of committee members who can receive training about the institutional grievance procedure. The President/Director/Chancellor, as appropriate, or his/her designee may then pick a committee from that pool in order to hear an individual grievance. A standing committee of the institution/center may also be utilized. Separate committees may be established for faculty and non-faculty grievances. The TTCs may utilize committees developed from a statewide or region-wide pool.~~

~~C. A system of selecting members of the committee should seek to make appointments which will ensure that committee members will be disinterested in the outcome. Any committee member selected who has a particular interest in the outcome of the decision should be replaced with an alternate to avoid a biased decision. Every effort should be made to include minorities, i.e. ethnic minorities and women, in the composition of the committee.~~

~~D. The number of individuals on the committee should be small enough to be efficient. An odd number is recommended. It is also recommended that a chairperson be selected for each committee.~~

~~E. While the committee may review the material and decisions of previous decision-makers in the process, it should conduct a review of the relevant facts. In order to do so, it should have the power to receive evidence from the grievant, gather evidence from other sources and call witnesses.~~

~~F. The burden of proof necessary to establish the validity of a grievance (a violation of law, policy or constitutional right) is on the grievant and must meet a preponderance of the evidence standard.~~

~~G. The committee may allow all witnesses to be present at one time; or in the alternative, may allow the committee to hear each witness, including the grievant, separately. In any event, the grievant should be allowed to present any pertinent evidence to the committee and to have the committee call those witnesses who have testimony pertinent to the decision.~~

~~H. The committee shall make a written report of its recommendation and reasons supporting its recommendation to the President/Director/Chancellor, as appropriate, or his/her designee. The President/Director/Chancellor, as appropriate, or his/her designee may then adopt the committee's recommendation, in whole or in part, or may make his/her decision independent of the committee's findings.~~

~~I. The grievant shall be provided a copy of the Committee's report along with the President's/Director's/Chancellor's, as appropriate, or his/her designee's decision.~~

~~J. Grievances which are processed through the grievance committee and upon which the President/Director has made a decision are appealable to the Chancellor only where the grievance falls within the parameters set out in TBR Policy 1:02:11:00.~~

V. NON-RETALIATION- No employee shall retaliate or discriminate against another employee because of the latter employee's filing of a grievance or complaint. In addition, no employee shall coerce another employee or interfere with the action of another employee in the latter employee's attempt to file a grievance or complaint.

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Administrative, academic and supervisory personnel should also be informed that they are responsible for ensuring that the employee is free from retaliation, coercion and/or discrimination arising from the employee's filing of or intent to file a grievance or complaint.

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VI. RESPONSIBILITY FOR IMPLEMENTATION

A. The President/Director/Chancellor, as appropriate or his /her designee of the institution/center has ultimate responsibility for implementation of the grievance and complaint procedures.

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B. Administrative, academic, and supervisory personnel are responsible for insuring that they inform and make available to all employees information concerning their right to file a grievance or complaint and their right to be protected from retaliation.

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VII. MAINTENANCE OF RECORDS

Copies of written grievances and complaints, and accompanying responses and documentation should be maintained at a specified location(s) at the institution/center for at least ~~three (3)~~ two years after the date of the employment decision. If a finding adverse to the grievant/complainant is made, the finding shall be maintained in the grievant/complainant's personnel file.

Source Presidents Meeting: August 18, 1987; May 16, 1989; August 21, 2001; February 13, 2002; February 13, 2008; ~~October 10, 2012~~

PRESIDENTS QUARTERLY MEETING

DIRECTORS QUARTERLY MEETING

May 2013

DATE: Presidents Meeting (May 21, 2013)
Directors Meeting (May 22, 2013)

AGENDA ITEM: Proposed Revision to TBR Guideline P-111 – Support Staff Grievance

ACTION: Requires Vote

PRESENTER: Vice Chancellor Dale Sims

BACKGROUND INFORMATION:

TBR Guideline P-111, Support Staff Grievance has been revised to: provide clarity of the grievance process; include the language related to unlawful discrimination and harassment being covered under a separate Guideline (P-080) updated last year; and to correct the records retention requirement. Specifically, the guideline has been modified to clarify that the employee begins the face-to-face meetings with the individual who initiated the employment action, which may not necessarily be the supervisor.

The attached proposed revisions incorporate feedback from all TBR attorneys, as well as the HR Officers. The proposed revisions were reviewed and are recommended by the Human Resources Officers Committee and the Business Officers Sub-Council.

Guideline P-111

Subject: Support Staff Grievance

A. Application of Guideline. The following procedure is to be used for support staff employees who are demoted, suspended without pay, or terminated. If the grievance involves or is based on unlawful discrimination or unlawful harassment, the process set out in Guideline P-080 must be utilized; however, if the President's/Director's/ or Chancellor's, as appropriate, decision includes disciplinary action demotion, suspension without pay, or termination, the procedures employee so disciplined may use this procedure or the procedures described in TBR policy 1:06:00:05 for implementing the decision shall be determined by this guideline. Standard grievance forms shall be made available to support staff at each work site, but no grievance may be denied because a standard form has not been used. For other employee grievance and complaint procedures not outlined below, see P-110.

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AB. Definitions:

(1) "Support staff" means employees who are not faculty, executive, administrative or professional staff. Student workers, temporary employees, and graduate assistants are not included in the definition of employee.

(2) "Grievance" means a complaint about one (1) or more of the following matters:

(a) Demotion, suspension without pay or termination for cause; or

(b) Work assignments or conditions of work which violate statute or policy.

(c) actions involving appeals requested pursuant to TBR Guideline P-080, Section IV (D). In such cases, both the Complainant and the Respondent have an opportunity to appeal the President's/Director's/ or Chancellor's, as appropriate, decision in writing to the President/Director within ten (10) working days. See TBR Guideline P-080, Section IV (D) for additional details.

(3) "Employment Action" means any action described in section 2 above

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B.-C. Grievance Procedure:

(1) Time for Filing

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A grievance must be initiated within fifteen (15) workdays after the employee receives notice or becomes aware of the action which is the basis for the grievance. The administrator considering the grievance at each step shall issue a written decision with specific reasons stated for the decision.

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If the employee is not satisfied with the decision at any step, he/she must carry the grievance forward to the next step within fifteen (15) workdays after receiving the written decision. If the employee does not carry the grievance forward within fifteen (15) workdays, the grievance procedure shall be terminated and the grievance disposed of in accordance with the last written decision.

For purposes of this procedure, the term “workdays” refers to Monday through Friday. Any party involved in the grievance proceeding may request an extension of any deadline set forth in the policy. The institution shall establish procedures for consideration of extension requests.

Once a grievance is initiated, the grievant may not later present the same grievance again in an attempt to gain a more favorable outcome.

(2) Testimony, Witnesses and Representation

At every step, the employee may testify and present witnesses and materials in support of his/her position. The testimony of an employee, given either on his/her own behalf or as a witness for another employee, will not subject an employee to retaliatory action. At every step, the employee may be accompanied by ~~an employee~~ representative as defined by the institution, which may also specify the parameters of participation by the representative during the hearing process. At the discretion of the panel chair, additional employees from the unit may be allowed to attend the employee panel hearing conducted as the final step.

(3) Steps of Review

Step 1--~~Immediate~~ Supervisor or Administrator Instituting adverse Employment Action:

a. ~~a.~~ Within fifteen (15) workdays after the employee receives notice or becomes aware of the action which is the basis for the grievance, the employee completes a Grievance Form (which may be obtained from Human Resources), submits it to Human Resources and provides a copy to his/her ~~immediate~~ supervisor or the administrator instituting adverse employment action. While a particular form is not required to file a grievance, the employee must make it clear that she/he intends to utilize the grievance procedures for resolution of the employment action.

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b. Within fifteen (15) workdays after receipt of the ~~G~~grievance ~~Form~~, the ~~immediate~~ supervisor or administrator initiating adverse the employment action and the employee meet and discuss the grievance in a face-to-face meeting.

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c. If the supervisor or administrator was not the one who recommended the original employment action, the supervisor or administrator will make a recommendation to the administrator who made the original employment action. Any changes from the original employment action must be approved by the President or Director, as appropriate, before being communicated to the employee. Within fifteen (15) workdays after the face-to-face meeting, the supervisor or administrator must communicate the decision in writing to the grievant with specific reasons stated for the decision. The supervisor or administrator completes a written decision within fifteen (15) work days after the face-to-face meeting. If the supervisor or administrator fails to respond or if the decision is not satisfactory to the employee, the employee may carry the grievance forward to Step 2.

Step 2--Next Higher Level of Management:

d. Within fifteen (15) workdays after receiving the written decision at Step 1, if the employee is not satisfied with the result of Step 1, the employee must notify Human Resources that he/she wants further review. ~~Within fifteen (15) workdays after receiving notice that the employee wants further review,~~ Human Resources schedules a face-to-face meeting ~~to occur within fifteen (15) workdays after receiving notice that the employee wants further review of the next level administrator for the division head/vice president and the employee to discuss the grievance.~~

e. Within fifteen (15) workdays after the face-to-face meeting, the ~~division head/vice president next level administrator~~ issues a written decision that includes specific reasons for the decision. Any changes from the original employment action must be approved by the President or Director, as appropriate, before being communicated to the employee.

Step 3--Hearing:

f. Within fifteen (15) workdays after receiving the written decision at Step 2, ~~if the decision is not satisfactory,~~ the employee can ~~elect request to have either~~ a grievance hearing before a panel of employees, ~~or a hearing under the Tennessee Uniform Administrative Procedures Act ("TUAPA").~~ The employee must notify Human Resources in writing whether he/she wants a hearing before an employee panel. Alternatively, the employee may request a hearing under TBR Policy No. 1:06:00:05 (Cases Subject to TUAPA). ~~or a hearing before an administrative judge. For an employee panel, Human Resources selects the panel members, convenes the hearing and arranges for the grievance to be heard. For a hearing before an administrative law judge, the procedure in Paragraph C, below, must be followed.~~

g. If the employee requests a hearing before an employee panel, Human Resources or the appropriate institutional person as defined by the institution policy selects the panel members, convenes the hearing and arranges for the grievance to be heard. The employee grievance panel may include ~~staff~~ non-exempt staff employees, ~~staff~~ exempt staff employees, or a combination of both exempt and non-exempt employees. The panel members representing the unit where the ~~grievance originates employee works~~ may not serve on the grievance panel. Every effort should be made to include minorities, i.e. ethnic minorities and women, in the composition of the committee.

h. ~~The grievance panel and the grievance hearing shall be governed by the procedures as set out in TBR Guideline P 110 Employee Grievance/Complaint Guideline, and any corresponding institutional policy for the hearing of grievances.~~

i. ~~The grievance panel shall hear the grievance within fifteen (15) work-days, if practicable, after the date on which the employee submits his/her written request to Human Resources. The decision-written recommendation of the institutional panel or commission is subject to review by the President, or TTC Director, or in the case of grievances at the TBR Central Office, the Chancellor.~~

Step 4--Review by the President/ TTC Director/ or Chancellor, as appropriate:

The written recommendation of the grievance panel will be forwarded to the President, ~~or~~ TTC Director, or Chancellor, as appropriate. Within fifteen (15) work days, if practicable, the President, ~~or~~ TTC Director, or Chancellor, as appropriate, or a designee will notify the grievant of the final decision.

C. Tennessee Uniform Administrative Procedures Act Hearings

The following shall apply to contested case hearings conducted under Title 4, Chapter 5: Hearings conducted under Title 4, Chapter 5 shall be heard by (i) a hearing officer or administrative judge employed by the Administrative Division of the Secretary of State's Office; (ii) a hearing officer or judge designated by the institution from the administrative, professional staff; or (iii) a hearing committee appointed by the president or technology center director from the administrative, professional staff and/or appropriate employees. The institution has sole discretion to decide whether to exercise option (i), (ii), or (iii). The hearing officer or panel shall be selected as follows:

(a) In any case where a hearing pursuant to TUAPA procedures is required, the president, or technology center director, or Chancellor, as appropriate, shall determine, in at his or her discretion, whether the hearing shall be held before a hearing officer or a hearing committee.

(b) Hearing officers shall normally be appointed by the president, or center director, or Chancellor, as appropriate, from the administrative or professional staff of an institution or school. Upon request from the president or center director, the Chancellor may appoint a hearing officer in any case, either from within or without the institution or center. Contested cases may also be conducted by an administrative judge from the Administrative Procedures Division of the Office of the Secretary of State. An institution or center may submit a request for an administrative judge to the Office of General Counsel.

(c) A hearing committee may be appointed by the president, or TTC director, or Chancellor, as appropriate, from the administrative, professional staff and/or appropriate employees or students, at the institution or school. The person appointed as chairperson of the committee shall be deemed to be the hearing officer for purposes of presiding at the hearing. All proceedings shall be conducted according to the parameters set forth at T.C.A. § 4-5301 et seq., and TBR Policy No. 1:06:00:05, *Uniform Procedures for Cases Subject to the Tennessee Uniform Administrative Procedures Act*. Attorneys' fees and costs shall not be recoverable by the prevailing party. The complainant/employee shall bear the burden of proof.

Grievances which are processed through the grievance committee and upon which the President/Director has made a decision are appealable to the Chancellor only where the grievance falls within the parameters set out in TBR Policy 1:02:11:00.

D. Non-Retaliation- No employee shall retaliate or discriminate against another employee because of the latter employee's filing of a grievance or complaint. In addition, no employee shall coerce another employee or interfere with the action of another employee in the latter employee's attempt to file a grievance or complaint.

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Administrative, academic and supervisory personnel should also be informed that they are responsible for ensuring that the employee is free from retaliation, coercion and/or discrimination arising from the employee's filing of or intent to file a grievance or complaint.

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E. Responsibility for Implementation

A. The President/Director/Chancellor, as appropriate, or his/her designee of the institution/center has ultimate responsibility for implementation of the grievance and complaint procedures.

B. Administrative, academic, and supervisory personnel are responsible for insuring that they inform and make available to all employees information concerning their right to file a grievance or complaint and their right to be protected from retaliation.

F. MAINTENANCE OF RECORDS

Copies of written grievances and complaints, and accompanying responses and documentation should be maintained at a specified location(s) at the institution/center for at least two years after the date of the employment decision. If a finding adverse to the grievant/complainant is made, the finding shall be maintained in the grievant/complainant's personnel file.

D. Other Requirements

- (1) The Board of Regents shall provide an annual report summarizing grievance activities of the previous year to the [Tennessee Legislative Education Oversight Committee](#).
- (2) Each institution shall include information regarding the grievance procedure in employee orientations.

Source TBR Meetings: February 13, 2002; May 21, 2002; February 13, 2008; ~~October 11, 2012~~
[Authority: Tenn. Code Ann. § 49-8-117, Acts 1993, ch. 301, § 1; Tenn. Code Ann. § 4-5-301 et seq.; Tenn. Code Ann. § 9-8-307, TBR Policy 1:06:00:05, Uniform Procedures for Cases Subject to the Tennessee Uniform Administrative Procedures Act.]

Quick Links

- [Academic Initiatives](#)
- [Community College System](#)
- [Data and Statistics](#)
- [Facilities Development](#)
- [Human Resources](#)
- [Presidential Searches](#)
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- [Regents Online Degree Program](#)
- [Tennessee Transfer Pathways](#)
- [Tuition and Fees 2011-2012](#)
- [TBR eLearning Mobilization](#)

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PRESIDENTS QUARTERLY MEETING

DIRECTORS QUARTERLY MEETING

May 2013

DATE: Presidents Meeting (May 21, 2013)
Directors Meeting (May 22, 2013)

AGENDA ITEM: Proposed Revision to TBR Guideline P-160 – Post Retirement Service
Program for Tenured Faculty

ACTION: Requires Vote

PRESENTER: Vice Chancellor Dale Sims

BACKGROUND INFORMATION:

TBR Guideline P-160, Post Retirement Service Program for Tenured Faculty has been revised to provide clarification and to provide consistency between the Guideline and the sample forms without duplicating the Guideline within the forms.

The proposed revisions were reviewed and are recommended by the Human Resources Officers Committee and the Business Officers Sub-Council.

Guideline P-160

Subject: Post Retirement Service Program for Tenured Faculty

It is the purpose of this guideline to provide procedures for the administration of the Post Retirement Service Program for Tenured Faculty (PRSP). The program consists of a definitive description of its fundamental features and agreement forms for both academic year faculty and fiscal year faculty. To work effectively, the program requires regular communication and interaction between the prospective participant and numerous institutional offices and staff (i.e., president, department head, Academic Affairs, Human Resources, Budget/Business, and Payroll Office staff).

Required ~~Appendices~~ Documents

The following ~~appendices~~ documents are required for administering the PRSP:

- Post-Retirement Service Program for Tenured Faculty (Appendix A)
- PRSP Agreements (Appendices ~~B1 and B2~~)
- ~~Amendment Form (Appendix C)~~

Optional ~~Appendices~~ Documents

The following ~~appendices~~ documents may be used by the institutions to facilitate the processing of PRSP agreements from start to finish.

- Check List for Processing PRSP Agreements (Appendix ~~CD~~)
- ~~Notice of Intent Request~~ to Participate (Appendix ~~DE~~)
- ~~Applicant Information (Appendix F)~~
- Notice of Final Approval (Appendix ~~GE~~)
- ~~Amendment Form (Appendix F)~~
- ~~Applicant Information (Appendix GF)~~
- ~~Senior Affiliate Faculty Return-to-Service Notification~~
- (Appendix H)

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Approval Process

The Check List for Processing PRSP Agreements (Appendix ~~CD~~) provides both faculty and departments with a brief summary (i.e., overview) of the steps required to process agreements for this program. Definitive information about the complete process is provided in the following sections.

Faculty contemplating participation in the PRSP are advised to schedule an appointment with the Human Resources Officer/designee to discuss the retirement process, as well as the application process for participation in the PRSP.

~~At this time~~ During this meeting, faculty will be given a copy of the program, a sample Notice of Intent to Participate form (Attachment ~~appendix DE~~), and the appropriate ~~(nine month (Appendix B1) or twelve month faculty (Appendix B2))~~ agreement/contract form to review. Faculty who wish to initiate the participation in the Post Retirement Service Program process must submit the a written Notice of Intent Request to Participate ~~draft agreement~~, through the department head and dean, to the Chief Academic Officer ~~and/or appropriate Vice President~~ of the institution, as applicable.

Upon receipt of the ~~notice~~, PRSP Request, appropriate staff will begin a review of the institution's staffing needs, as well as costs and savings associated with the pending notice. If the institution elects to proceed with the approval process, the faculty member and staff department head will discuss the retirement date, re-employment date, length of the agreement, and schedule of services to be performed.

~~Note: Agreements submitted to the President without proper initialing of corrections and/or changes (i.e., white outs, strike outs, etc.) will be returned to the faculty member.~~

Renewal/Continuation/Change/Termination Options

The program provides no renewal/continuation options, except as provided in Appendix A, Section E. Re-employment Obligation. Therefore, the decision regarding the desired period of the agreement must be agreed upon by both the institution and faculty member *prior* to the faculty member's retirement. The agreement may be modified to accommodate changes in the work assignments and work schedule if mutually agreed upon in writing by both the institution and participant and made a part of the agreement.

Determining Years of Service

For eligibility purposes, please visit the TN Treasury website at <http://treasury.tn.gov/tcrs/index.html> or <http://treasury.tn.gov/orp>. ~~unused sick leave may be used to calculate total years of service, regardless of whether the faculty member participates in the Tennessee Consolidated Retirement System or the Optional Retirement Program. Military service, however, does not count as service for either TCRS or the ORP.~~

Determining the Re-employment Obligation

~~Participants have several options for establishing the period of the contract. One factor to be considered is the insurance supplement. Some participants may elect to begin the contract immediately following retirement in order to begin receiving this supplement. Others may elect to begin the contract when their insurance coverage through the institution ends and their coverage under retirement begins. Still others may elect to defer beginning the contract for one or two semesters. The option selected should be mutually agreeable to both the institution and the faculty member.~~

Converting semester hours to non-instructional hours

While the majority of participants will return solely to teaching positions, some may be assigned non-instructional duties. Others may have both types of responsibilities. In such instances, it will be necessary to convert semester hours to non-instructional hours. Listed below is the conversion formula:

1 day	= 7.5 hours
120 days	= 900 non-instructional hours per 12-month period
18 hours	= Maximum instructional hours per 12-month period
1 semester hour	= 50 non-instructional hours (900 hours/18 hours)

Calculating Hourly Rates for Non-instructional Hours for Participants Whose PRSP Assignment Is Academic Instruction

Rates are based on 1462.5 hours (195 days@ 7.5 hours per day).

<u>Credit Hours</u>	<u>FTE equivalent</u>
<u>15</u>	<u>100%</u>
<u>12</u>	<u>80%</u>
<u>9</u>	<u>60%</u>
<u>6</u>	<u>40%</u>
<u>3</u>	<u>20%</u>

To calculate salary:-

Academic Year salary / 2 = semester salary

Semester salary X FTE equivalent = salary to be paid that semester

The institution will compensate only for time actually worked. (i.e. 1/30 of the employee's fiscal year salary per credit hour or a percentage proration of the employee's fiscal year salary equaling no more than 50% if working in a fiscal year capacity under the PRSP.)

All salaries will be converted to an academic year salary for purposes of calculating the PRSP. Special permission is needed for calculating on a fiscal year basis with justification provided.

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Calculating fiscal year salary rate

Percentage proration of the fiscal year salary may not equal ~~equaling no~~ more than 50% of the employee's fiscal year salary.

Insurance Supplement and Maintenance of Insurance Supplement Records/Data

The amount of the initial insurance supplement is contingent upon the coverage for which the participant is eligible at the time of retirement and the type of coverage elected. ~~(e.g., retiree only, spouse only, dependents only, family, etc.).~~

~~Participants under age 65~~

- ~~1. must meet the eligibility requirements for continuing coverage under one of the state medical plans (PPO, POS, or HMO); and~~
- ~~2. will receive an amount equal to the premium established by the Division of Insurance Administration and TCRS.~~

~~Participants over age 65~~

- ~~1. must meet the eligibility requirements for coverage under one of the state Medicare supplement plans; and~~

2. ~~will receive an amount equal to the premium charged for the State of Tennessee Retiree Medicare Supplement Program—Plan Two.~~

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Maintenance of Insurance Supplement Records/Data

The age of the participant, spouse and/or dependents will significantly affect the plan coverage for which the participant is entitled and, subsequently, the amount of the supplement. The Human Resources Office will monitor the supplement based on the above factors. However, it is the participant's responsibility to inform the Human Resources Office in a timely manner of any other significant changes in status (i.e., marriage, divorce, child no longer qualifies as a dependent no longer a full-time student over the age of 26, death of spouse and/or dependents, etc.) that would impact plan coverage and/or the amount paid for future insurance supplements.

Changes in the amount of the supplement will become effective with the first payment following receipt of written documentation regarding the change in status.

Source: ~~May 20, 2003 Presidents' Meeting; February 7, 2006 Presidents' Meeting~~

APPENDIX A

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.

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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.

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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.

Faculty who decide to participate must submit a ~~written Notice of Intent to Participate draft agreement~~ to their department head, dean, and chief academic officer and/or vice president, as applicable. 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 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). 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/or the vice president~~ 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. The institution will compensate the participant only for time actually worked.

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 employee, employee and spouse, employee and child(ren)~~ 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 the~~ Retiree Medicare Supplement ~~Plan 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. 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.

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 department head and dean, to the Chief Academic Officer and/or appropriate Vice President through the President for the Chancellor’s approval. Exceptions will be granted only in very unusual circumstances.

F. Employment Status Immediately Following Retirement

Any qualified faculty/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 and the Optional Retirement Program 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-calendar day waiting period.

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. Once retired for more than 60-calendar 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.~~

~~2.1~~ The faculty member’s decision ~~s~~ to retire and to participate in the Post-Retirement Service Program is ~~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.

~~3.2~~ 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.

- 4.3. Upon retirement, participants relinquish all rights to tenure and other tenured faculty privileges.
- 5.4. Participants will retain their pre-retirement academic rank.
- 6.5. Upon retirement, eligible participants receive payment for any unused annual leave.
- 7.6. 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. Special permission by the institution president or designee is needed for calculating on a fiscal year basis with justification provided.
- 8.7. 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.
- 9.8. Participants are not eligible for longevity pay.
- 10.9. Participants are not eligible to accrue annual leave.
- 11.10. Participants are not eligible to accrue sick leave.
- 12.11. Participants are eligible to participate in the institution's Deferred Income Compensation Program, but are not eligible for any State provided 401(k) match, if available.
- 13.12. Participants must each year complete and submit to TCRS a Return to Employment Temporary Employment Report form each year. (The Office of Human Resources will assist in completing and submitting this form.)
- 14.13. 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.
- 15.14. Appropriate office space which may include shared space (perhaps shared) and reasonable access to clerical support and departmental operating resources will be provided by the institution.
- 16.15. 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.

APPENDIX B

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

INSTITUTION _____

EMPLOYEE NAME _____

Campus ID _____

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.

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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.)

<u>Year/Semester**</u>	<u>Instruction Hours*</u>	<u>Non-Instruction Hours</u>

*Includes Credit and Non-Credit Instruction

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

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

Dean _____ Date _____

Human Resources Officer _____ Date _____

Chief Financial Officer or Vice President _____ Date _____

Chief Academic Officer or Vice President _____ Date _____

President _____ Date _____

APPENDIX C

Checklist for Processing Post Retirement Service Program Agreements

The following is a check list of events and documents that may be completed for those individuals who wish to apply for participation in the Tennessee Board of Regents Post-Retirement Service Program.

1. Prior Planning

Any faculty member may meet with the Human Resources Officer for information regarding eligibility for retirement and/or the pre-retirement service program. The discussions incur no obligation to retire or to offer a PRSP appointment and are for informational purposes only. Faculty members who plan to use the pre-retirement program should schedule a meeting with the Human Resources Officer prior to completing the following steps.

2. Request to Participate

Each faculty member who wishes to participate may submit to the chief academic officer or vice president of the campus, through his or her department head and dean, a written Request to Participate. (Appendix D)

3. Applicant Information Sheet

The Applicant Information sheet may be completed by the faculty member's department head and appended to the Request when forwarded to the dean. A copy of the Applicant Information Sheet may accompany the participation agreement when it is forwarded to Human Resources.

4. Notice of Acceptance or Rejection of Request to Participate

The Request to Participate should, as a minimum, be reviewed by the faculty member's department head, dean, the chief academic officer and/or vice president. In any event, the faculty member is to be notified by Human Resources within 45 days of the acceptance or rejection of his or her request to participate.

5. Preparation of the PRSP Agreement

The faculty member's agreement is to be prepared by the faculty member and department head with assistance from the dean, chief academic officer and/or vice president, as applicable.

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APPENDIX D

Post Retirement Service Program

Request to Participate

In accordance with the guidelines established for participation in the Post-Retirement Service Program, this is my request to participate. My anticipated work assignment for both instructional and/or non-instructional service is shown on the attached Tentative Work Assignment and Service Schedule(s).

If my request to participate in the Post-Retirement Service Program is approved, my date of retirement will be _____.(mm/dd/yy)

I have read both the Program Guideline and Post-Retirement service agreement and understand the terms and conditions therein and that the terms are non-negotiable.

Faculty Member _____ Date

RECOMMENDED:

Chair _____ Date

Dean _____ Date

APPROVED:

Chief Academic Officer and/or _____ Date
Vice President

President _____ Date

APPENDIX B1

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

INSTITUTION _____
EMPLOYEE NAME _____ SSN Campus ID _____
RE-EMPLOYMENT _____

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OBLIGATION _____ FROM _____ THROUGH _____

(Semester/Yr.) (Semester/Yr.)
YEARS OF _____ RETIREMENT _____ UNUSED SICK
SERVICE _____ PLAN _____ 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 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). A period of less than 90 days may be accepted at the discretion of the institution president.
-
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 Programs.~~

~~**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 and other tenured faculty privileges.~~
- ~~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 employee, employee and spouse, employee and child(ren), 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 unless I will be working in a fiscal year capacity under the PRSP.~~

~~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. (ie, 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.)~~

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~~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 Compensation 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 each year. 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 working 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. 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.~~

~~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 proportional to my part time appointment.~~

~~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 as part of the assignment.~~

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

First Academic Year: _____

Fall Semester _____ instructions hours* _____ non instruction hours

Winter Semester _____ instruction 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

Full Summer Semester _____ instruction hours* _____ non instruction hours

Other** _____ instructions hours* _____ non instruction hours

Second Academic Year: _____

Fall Semester _____ instructions hours* _____ non instruction hours

Winter Semester _____ instruction 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

Full Summer Semester _____ instruction hours* _____ non instruction hours

Other** _____ instructions hours* _____ non instruction hours

Third Academic Year: _____

Fall Semester _____ instructions hours* _____ non instruction hours

Winter Semester _____ instruction 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

Full Summer Semester _____ instruction hours* _____ non instruction hours

Other** _____ instructions hours* _____ non instruction hours

Fourth Academic Year: _____

Fall Semester _____ instructions hours* _____ non instruction hours

Winter Semester _____ instruction 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~~
~~Full Summer Semester _____ instruction hours* _____ non instruction hours~~
~~Other** _____ instructions hours* _____ non instruction hours~~
Final Academic Year: _____
Fall Semester _____ instructions hours* _____ non instruction hours
Winter Semester _____ instruction 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~~
~~Full Summer Semester _____ instruction 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 or Vice President _____ Date _____

President _____ Date _____

APPENDIX B2

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

-
INSTITUTION _____

EMPLOYEE NAME _____ SSN Campus ID _____

RE-EMPLOYMENT

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

YEARS OF _____ RETIREMENT _____ UNUSED SICK
SERVICE _____ PLAN _____ 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 ~~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). A period of less than 90 days may be accepted at the discretion of the institution president.
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 Programs.

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 and other tentured faculty privileges.
9. Unless otherwise mutually agreed in writing, the term of this agreement will begin on _____ (mm/dd/yy) and will end no later than _____. (mm/dd/yy)
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 annual salary prior to retirement proportionate to my work assignment, plus a salary supplement equal to the premium I must pay to continue, as applicable, single 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 Plan Two.
12. The institution will compensate me only for time actually worked. (ie, 1/30 per credit hour or a percentage proration of my fiscal year salary equaling no more than 50%.)
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 ~~Compensation~~ 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 each year. 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 working 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. 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.
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 proportional to my part time appointment.
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 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.~~

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

First Fiscal Year:		
		Number of Hours
Second Fiscal Year:		
		Number of Hours
Third Fiscal Year:		
		Number of Hours
Fourth Fiscal Year:		
		Number of Hours
Retiree		Date

ADMINISTRATIVE REVIEW APPROVALS

-

Department Head	Date
Dean	Date
Human Resources Officer	Date
Chief Financial Officer	Date
Chief Academic Officer or Vice President	Date
President	Date

APPENDIX E
POST RETIREMENT SERVICE PROGRAM
APPLICANT INFORMATION

Name of Applicant: _____
Campus ID: _____

Pre-Retirement Information:

Base Salary: \$ _____

Type of Appointment: 9-month (AY) _____ 12-month (FY) _____

Work Assignment

Non-Instruction Hours

Proposed PRSP Salary: \$ _____

_____ Insurance Supplement \$ _____

- Total PRSP Payment \$ _____

APPENDIX FC

Amendment to Post-Retirement Service Agreement

As permitted in the Post-Retirement Service Agreement, a Senior Affiliate Faculty member's work assignments and schedule of service may be altered during the course of the agreement if mutually agreed upon in writing and made a part of the agreement. The PRS Agreement is hereby amended as follows:

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Name: _____ SSN: Campus ID: _____

Term of Agreement: From: _____ To: _____

Department: _____

Account Index Number: _____ Position Number: _____

-AY: _____ FY: _____

Schedule to be Amended

Year/Semester**	Instruction Hours*	Non-Instruction Hours

	<u>Instructional Hours</u>		<u>Non Instructional Hours</u>	
	<u>Current</u>	<u>Revised</u>	<u>Current</u>	<u>Revised</u>
-	<u>Schedule</u>	<u>Schedule</u>	<u>Schedule</u>	<u>Schedule</u>
Fall Semester	_____	_____	_____	_____
Winter Semester	_____	_____	_____	_____
Spring Semester	_____	_____	_____	_____
1 st Summer	_____	_____	_____	_____
2 nd Summer	_____	_____	_____	_____
Full Summer Semester	_____	_____	_____	_____
Other**	_____	_____	_____	_____
-				

	<u>Current Assignment</u>	<u>Revised Assignment</u>
<u>Fall Semester</u>		
<u>Winter Semester</u>		
<u>Spring Semester</u>		
<u>1st Summer</u>		
<u>2nd Summer</u>		
<u>Full Summer Semester</u>		
<u>Other**</u>		

*Includes credit and non-credit hours

**Specialized sessions (i.e., APSU courses taught at Ft. Campbell)

<u>Fiscal Year Schedule to be Amended</u>			
<u>Current</u>	<u>Current</u>	<u>Revised</u>	<u>Revised</u>
<u>Hours</u>	<u>Assignment</u>	<u>Hours</u>	<u>Assignment</u>
-			

Retiree _____ Date _____

ADMINISTRATIVE REVIEW APPROVALS

Department Head _____ Date _____

Dean _____ Date _____

Human Resources Officer _____ Date _____

Chief Financial Officer or Vice President _____ Date _____

Chief Academic Officer or Vice President _____ Date _____

President _____ Date _____

Retiree _____ Date _____

ADMINISTRATIVE REVIEW APPROVALS

Department Head _____ Date _____

Dean _____ Date _____

Human Resources Officer _____ Date _____

Chief Financial Officer _____ Date _____

Chief Academic Officer or Vice President _____ Date _____

President _____ Date _____

APPENDIX D

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Checklist for Processing Post-Retirement Service Program Agreements

The following is a check list of events and documents that may be completed for those individuals who wish to apply for participation in the Tennessee Board of Regents Post-Retirement Service Program.

1. Prior Planning

Any faculty member may meet with the Human Resources Officer for information regarding eligibility for retirement and/or the pre-retirement service program. The discussions incur no obligation to retire and/or may be for informational purposes only. Faculty members who plan to use the pre-retirement program should schedule a meeting with the Human Resources Officer prior to completing the following steps:

2. Notice of Intent to Participate

Each faculty member who wishes to participate must may submit to the chief academic officer or vice president of the campus, through his or her department head and dean, a written Notice of Intent to Participate.

3. Applicant Information Sheet

The Applicant Information sheet may be completed by the faculty member's department head and appended to the Notice of Intent when forwarded to the dean. A copy of the Applicant Information Sheet may accompany the participation agreement when it is forwarded to Human Resources.

4. Notice of Acceptance or Rejection of Request to Participate

The Notice of Intent to Participate should, as a minimum, be reviewed by the faculty member's department head, dean, and the chief academic officer and/or vice president. In any event, the faculty member is to be notified within 45 days of the acceptance or rejection of his or her request to participate.

5. Preparation of the Participation Agreement

The faculty member's agreement (one original only) is to be prepared by the faculty member and department head with assistance from the dean, and/or chief academic officer and/or vice president.

~~6. Presentation of the Participation Agreement to the Faculty Member for Review and Application~~

~~A formal letter or memorandum of transmittal may be used when presenting the participation agreement to the faculty member for review and approval. The letter/memorandum of transmittal advises the faculty member that he or she:~~

- ~~• has at least 21 days from receipt of the agreement in which to respond,~~
- ~~• should consult with an attorney before executing the agreement, and~~
- ~~• has a period of seven (7) calendar days following execution of the agreement during which the decisions to retire and participate in the Post Retirement Service Program may be revoked and that beyond that point he or she may, at any time, terminate the Post Retirement Service Agreement but the decision to retire will then be irrevocable.~~

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APPENDIX E

Post Retirement Service Program

Notice of Intent to Participate

~~In accordance with the guidelines established for participation in the Post Retirement Service Program, this is my notice of intent to participate. My anticipated work assignment for both instructional and/or non-instructional service is shown on the attached Tentative Work Assignment and Service Schedule(s).~~

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~~If my request to participate in the Post Retirement Service Program is approved, my date of retirement will be _____.(mm/dd/yy)~~

~~I have read both the Plan document and Post Retirement service agreement and understand the terms and conditions therein. If accepted for participation, I will agree to those terms and conditions.~~

Faculty Member _____ Date

RECOMMENDED:

Chair _____ Date

Dean _____ Date

APPROVED:

Chief Academic Officer and/or _____ Date

Vice President _____

for Academic Affairs

President _____ Date

APPENDIX F

POST-RETIREMENT SERVICE PROGRAM
APPLICANT INFORMATION

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Name of Applicant: _____

Social Security Number _____ Campus ID: _____

Pre-Retirement Information:

Base Salary: \$ _____

Type of Appointment: 9-month (AY) _____ 12-month (FY) _____

Academic Year Work Assignment: _____

Credit Hours _____

Non-Instruction Hours _____

Proposed PRSP Salary*: \$ _____

Pay for Service \$ _____

Insurance Supplement \$ _____

-

Total PRSP Payment* \$ _____

*For first 12 months of Agreement

APPENDIX G

POST-RETIREMENT SERVICE PROGRAM NOTICE OF FINAL APPROVAL

(Addressee)

This serves as notification that your Post-Retirement Service Program Agreement for _____ (Semester/Yr.) through _____ (Semester/Yr.) was approved by the President effective ____ (MM/DD/YY)__. Attached is a copy of the signed agreement for your records. Your decision to retire and to participate in the Post-Retirement Service Program ~~are~~is revocable for seven (7) days following execution of the Agreement.

Human Resources Officer

Date

APPENDIX H

SENIOR AFFILIATE FACULTY NOTICE OF RETURN TO SERVICE SCHEDULE

This form is for use by departments when re-employing a Senior Affiliate Faculty (SAF) member under the Tennessee Board of Regents Post Retirement Service Program. Please submit

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a completed form to Human Resources each semester if you are participating as an ~~(academic faculty)~~and each fiscal year if you are a ~~twelve-month period~~(fiscal year faculty) in which the SARF is providing service. The original approved PRSP agreement is on file in the Office of Human Resources.

Participant: _____ SSN Campus ID: _____

DEPARTMENT: _____

ACCOUNT NO. Index: _____ POSITION NO: _____

PRSP EMPLOYMENT

OBLIGATION[Ⓜ]: _____ through _____

CURRENT PERIOD

OF EMPLOYMENT[Ⓜ]: _____

Academic Year Participants – _____ (Enter Semester/Year)

Fiscal Year Participants – _____ (Enter MM/DD/YY)

INSTRUCTIONAL HOURS: Please provide the requested information below for each credit ~~course~~ to be taught by this appointee:

COURSE NO.: _____ CREDIT/NON-CREDIT HRS. _____

COURSE NO.: _____ CREDIT/NON-CREDIT HRS. _____

COURSE NO.: _____ CREDIT/NON-CREDIT HRS. _____

COURSE NO.: _____ CREDIT/NON-CREDIT HRS. _____

COURSE NO.: _____ CREDIT/NON-CREDIT HRS. _____

NON-INSTRUCTIONAL HOURS: _____

To be completed by the Office of Human Resources

Salary \$ _____ Insurance
Supplement \$ _____ Index:

Authorization

Date

PRESIDENTS QUARTERLY MEETING

DIRECTORS QUARTERLY MEETING

May 2013

DATE: Presidents Meeting (May 21, 2013)
Directors Meeting (May 22, 2013)

AGENDA ITEM: Compensation

ACTION: Information

PRESENTER: Vice Chancellor Dale Sims

BACKGROUND INFORMATION:

The proposed System Compensation Strategy below incorporates the feedback received on the discussion draft. It attempts to address the collective compensation issues identified by the institutions while still giving some flexibility to the individual institutions. Our objective is to offer a thoroughly vetted recommendation to the Committee on Compensation and Personnel at the June meeting.

1. System Wide Funded Increases

Cost of Living Adjustment (COLA). A COLA salary pool would be created equal to 1.5% of salaries of all regular, full and part-time benefit eligible employees, restricted and unrestricted, on the payroll as of June 30, 2013.

- a) COLA Level: This proposal envisions a 1.5% COLA salary pool.
- b) Distribution: Each eligible employee (see 1 above) would receive an increase equal to 1.5% of their June 30, 2013 salary or \$250, whichever is greater. The minimum payment would be pro-rated for part-time employees. We estimate the inclusion of a \$250 minimum

increase impacts approximately 100 system employees whose annual earnings are less than \$16,625.

- a. Note: it is estimated that premiums for the group health insurance program will increase by 5.5% in January, 2014. The proposed minimum increase of \$250 would ensure that the COLA increase for all full time employees would be sufficient to fund the expected employee premium increase.
- c) Timing: It is proposed that this adjustment be effective on July 1, 2013 and be included as part of the July payroll.

2. Institution or Local Funded Increases

A. Compensation Plan Adjustment. Institutions would be authorized to provide salary adjustments consistent with their Board approved compensation plans.

- i. Level: Institutions would be authorized to use an amount equal to the Institution's ability to fund without additional tuition or fee increases.
- ii. Distribution: Funds would be distributed to employees in accordance with Board approved compensation plans.
- iii. Timing: Institutions will submit a proposal that includes, but is not limited to the date of payment, the amount of recurring funds encumbered by the proposed increase, the percentage of the compensation plan funded by group, which groups if any are excluded from the increase, and whether it is effective retroactively. It is proposed that these adjustments be acted on by the Board during its September meeting.

B. Payment In Lieu of Compensation Plan Implementation. Institutions who do not have recurring funds available with which to implement their compensation plan or who have previously fully funded their compensation plan, may provide a one-time service payment in recognition of dedicated service.

- i. Level: Institutions would be authorized to pay a one-time bonus not to exceed \$1,000 to all regular, full and part-time employees, paid on restricted and unrestricted funds.
- ii. Distribution: Each full-time eligible employee would receive the same bonus amount. Part-time employees would be pro-rated.

- iii. Timing: Institutions will submit a proposal that includes, but is not limited to the date of payment, the amount of the one-time payment, and the requirements used to determine eligibility. It is proposed that these adjustments be acted on by the Board during its September meeting.

3. Other Considerations.

Impact of Performance Evaluation. Employees whose performance evaluation results in an unsatisfactory work performance rating shall not receive any adjustments otherwise authorized within this strategy.

4. Process.

1. Cost of Living Adjustment (COLA). With Board approval at the June Board Meeting, the 1.5% COLA shall be implemented and distributed in July, effective July 1, 2013.
2. Each institution shall provide a summary of the planned implementation of any proposed compensation plan adjustments, individual equity adjustments and/or a one-time payment to April Preston no later than **August 5, 2013**.
3. Proposed plans will include payment dates, any retroactive effective dates, the amount of recurring funds encumbered by the proposed increase, the percentage of the compensation plan funded by group, if applicable, which groups if any are excluded from the increase, as well as justifications for any increases that exceed an individual employee 10% increase. This information will be provided for Board approval at the September Board meeting.
4. Institutions will be authorized to implement the proposed plans as approved by the Board.

PRESIDENTS QUARTERLY MEETING

DIRECTORS QUARTERLY MEETING

May 2013

DATE: Presidents Meeting (May 21, 2013)
Directors Meeting (May 22, 2013)

AGENDA ITEM: Affordable Care Act

ACTION: Information

PRESENTER: Vice Chancellor Dale Sims

BACKGROUND INFORMATION:

Effective January 1, 2014, the Affordable Care Act (ACA) requires employers to provide health insurance to all employees who average 30 hours per week over a defined measurement period, including temporary hourly and adjunct faculty. A draft ***System Implementation of the Affordable Care Act*** (attached) has been submitted to human resources officers and business officers for review and comment by May 14, 2013. The draft attempts to address the collective issues identified throughout various publications, federal guidance, and TBR committee meetings and conversations to date.

During the Presidents meeting, the draft will be reviewed as well as comments received.

Discussion Draft of System Implementation of the Affordable Care Act

April 19, 2013

The proposed System Implementation of the Affordable Care Act is for your review and comment as a discussion draft. It attempts to address the collective issues identified throughout the various publications, federal guidance, and TBR committee meetings and conversations to date. Our objective is to offer a thoroughly vetted recommendation to the Presidents for approval, with implementation occurring July 2013.

Background:

Effective January 2014, the Affordable Care Act (ACA) requires employers to offer affordable health insurance to employees who work an average of 30 hours per week over a defined measurement period. This includes temporary hourly and adjunct employees.

Eligibility:

- If an employee is reasonably expected to work an average of 30 hours per week or more at the time of hire, then the employee must be provided coverage upon hire and if elected by the employee, it would be effective the first of the month hire, just like other regular benefitted employees.
- If the number of hours to be worked cannot be determined at the time of hire, then the employee is considered a “variable hour employee”. Under these circumstances the employer may calculate the hours worked over an established measurement period to determine eligibility, with the effective date of coverage not exceeding 13 months from the date of hire.

The employer may identify the duration of the measurement period to be between three (3) and 12 months. The insurance coverage must be effective within 90 days of the end of the measurement period. The effective date of the coverage must be within 13 months of the employee’s start date, if eligible. Once identified as eligible, and the employee is offered and accepts the coverage, the insurance must be in place for a stability period that is at least as long as the measurement period, provided the employee continues to be employed.

Currently, TBR has a guideline (P-120-Longevity) that provides a formula for converting adjunct credit hours to equivalent clock hours by multiplying the hours taught by 2.5

and that number by the number of weeks in the term. (Ex. Adjunct teaches 12 credit hours = $12 \times 2.5 = 30$ hrs. /wk.)

Requirements:

A measurement period for determining eligibility – can be between three and 12 months, must end within 90 days of the effective date of the insurance coverage (January 1st for this first year)

Coverage must begin within 13 months of the employee's start date

A method of calculation to convert adjunct teaching hours to hours worked

The length of the administrative period to enroll new eligible employees – may be up to 90 days

Recommendation:

The following is recommended for the implementation of the Affordable Care Act. As further federal guidance is provided and best practice becomes available, reassessment may be necessary.

Use a 9-month measurement period from January 1, 2013 – October 2, 2013 for the initial implementation year. This allows overlap with the existing open enrollment period communication of benefits, maintains compliance with the insurance being effective within 90 days of the end of the measurement period; and the effective date of coverage is within 13 months of the start of the measurement period.

Use the existing formula in TBR Guideline P-120-Longevity to calculate the conversion of adjunct teaching hours to hours worked. This allows the hours to be converted to a weekly basis, addressing the issues of different lengths of terms and adjuncts who also have part-time hourly positions in addition to the teaching responsibilities.

Use a 90-day administrative period from the end of the measurement period (Oct. 2, 2013) to the effective date of coverage (January 1, 2014). This time is needed to notify and enroll newly determined eligible employees. The effective date of coverage is already determined by our plan year and the Act.

After the initial identification and enrollment for January 1, 2014 coverage, a rolling 9 month measurement period is proposed. Identification of eligible employees will be made monthly, perhaps at the time payroll is finalized. Employees will need to be notified and given the option to enroll. The 90-day administrative period would be in

effect, with coverage of insurance beginning no later than 13 months after the employee's start date.