



Louisiana State University System

3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

Office of the President

225/578-2111

fax 225/578-5524

August 24, 2007

Reference: Retirement Transition Program -- PM-71

Policy

The LSU System Retirement Transition Program (Program) provides an opportunity for eligible full-time tenured faculty members (Eligible Faculty Members) to make an orderly transition to retirement through part-time service. The Program is discretionary and may be entered into only by a written agreement (the LSU Retirement Transition Agreement, or the Agreement) between an Eligible Faculty Member and the Chancellor, and is effective only upon written approval of the President. The Agreement must comply with the Program described herein.

The Program may be revised or terminated at any time. Amendments to or termination of the Program will not have an adverse effect upon a faculty member who has entered into an Agreement approved by the President, except by mutual consent.

Eligibility and Approval

The Program is potentially available to full-time tenured faculty members who are (i) at least age 55 and have at least 25 years of contributory participation in the Teachers' Retirement System of Louisiana (TRSL); or (ii) have at least 30 years of contributory participation in TRSL, regardless of age (Eligible Faculty Members).

Eligible Faculty Members are not granted a right to participate in the Program. By its nature, the Program must be discretionary and limited in order to maintain academic quality and program sequence or to meet the needs of the University. These matters remain in the sole discretion of the University.

Upon lapse of the specific time periods provided for, the Agreement is irrevocable.



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Terms and Conditions

Agreements under the Program will generally include the following terms and conditions.

1. The Agreement must include an irrevocable resignation and termination of all tenure rights.
2. The Agreement must be for a period of at least one year, and not more than three years, except as approved in writing by the President (Retirement Transition Period).
3. Teaching and/or research assignments (Work Plans) during the Retirement Transition Period are individually negotiated by the Eligible Faculty Member and the Chancellor, with approval of the President. The specific description of the Work Plans will be set forth in the Agreement. The description should contain the names and total semester hours of any courses to be taught, the specific research to be conducted, if any, and any other details necessary to adequately describe the work expected to be performed pursuant to the Agreement.
4. Work pursuant to the Agreement will usually commence at the start of the next academic year.
5. Work Plans may consist of full-time or a combination of full-time and part-time work during the Retirement Transition Period. Part-time work may consist of full-time teaching and/or research for one-half of a year (e.g., fulltime teaching and/or research for one semester of an academic year) or part-time teaching and/or research for a year (e.g., half-time teaching and/or research in each of the two semesters of an academic year).
6. The Agreement must contain a waiver of the Eligible Faculty Member's rights and claims under the Age Discrimination in Employment Act, and other applicable laws.
7. The Agreement must specify the compensation (With specificity as to time and amount) of the Eligible Faculty Member based upon the Work Plan described therein. The Eligible Faculty Member will not be eligible for salary increments or merit pay unless specifically provided for in the Agreement.

Eligible Faculty Members who have entered into an approved Agreement may (and are ordinarily expected to) promptly elect to retire under the Teachers' Retirement System of Louisiana (TRSL). For those who elect to do so, if the Eligible Faculty Member is employed during the twelve-month period after retirement, (1) the retirement stipend from TRSL will be *suspended* for the first twelve month period after retirement and (2) the Eligible Faculty Member will be required to make employee contributions to TRSL which will be refundable upon request to the retirement system at the termination of employment, both in accordance with law, **No additional retirement service credit or benefits will be earned.** (See La. R.5. 11:710).

Eligible Faculty Members participating in the Program will retain their professorial rank and the full range of responsibilities and privileges (other than those related to tenure or otherwise addressed in the Agreement), including office and secretarial support appropriate for the level of teaching and/or research responsibilities outlined in their work plan, and other employee benefits available under law or University general policy associated with their rank.

The Agreement must be in conformity with the attached form and this Memorandum. The attachment(s) to the Agreement must be stated clearly and with particularity, and signed by the parties.

William L. Jenkins
President

Louisiana State University & Agricultural and Mechanical College

LSU at Alexandria • LSU at Eunice • University of New Orleans • LSU in Shreveport • Hebert Law Center • LSU Agricultural Center

Pennington Biomedical Research Center • LSU Health Sciences Center – New Orleans • LSU Health Sciences Center – Shreveport • LSU Health Care Services Division



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Retirement Transition Agreement

This Agreement is between the Board of Supervisors of Louisiana State University Agricultural & Mechanical College ("LSU System" and "University") and _____ ("Employee"), a tenured member of the faculty of the _____ campus ("Campus") of the LSU System.

For and in consideration of the mutual promises, acknowledgments, terms and conditions expressed herein, and in accordance with the provisions of PM-71, the parties agree as follows:

1. By executing this Agreement, and upon approval of the President, Employee irrevocably resigns as a tenured faculty member, effective _____, 20__.

2. In consideration of such resignation, Employee will be appointed as _____ at Campus, without tenure. The term of appointment begins _____ and ends _____ (the Retirement Transition Period).

Employee acknowledges and agrees that his/her employment, pursuant to this Agreement, will terminate upon the expiration of the Retirement Transition Period without further notice. Future employment with the University in any capacity after such period will be at the sole discretion of the University and upon such terms, if any, as are agreeable to the University and in accordance with law.

3. Employee's teaching assignments and other academic duties and responsibilities (Work Plan) will be individually negotiated and specified by the Chancellor of the Campus, subject to approval of the President. The teaching assignments and other academic duties shall be in accordance with University policy and based upon need. Employee acknowledges that he/she will continue to be subject to all University and Campus standards and regulations relating to conduct of employees. The Work Plan is attached hereto as exhibit "A".

4. During the Retirement Transition Period, Employee will be paid a salary of _____ per _____ [if multiple years, further specification shall be included here or in exhibit "A"]. Employee will not be eligible to receive any merit or other salary increases that are approved pursuant to the policies and procedures of the University or Campus unless specifically provided in writing and attached hereto as exhibit "B". Employee will retain his/her professional rank, and the full range of responsibilities and privileges as a faculty member (other than those related to tenure or otherwise addressed in this Agreement or limited by general University policy or law), including office and secretarial support appropriate for the level of teaching and/or research responsibilities outlined in his/her work plan. Any additional specific conditions regarding such responsibilities and privileges shall be addressed in the exhibits to this agreement.

5. In consideration of the employment provided for in this Agreement, Employee hereby releases the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, its members, officers and employees, and the officers and employees of Employee's Campus from any and all claims, demands, and causes of action that Employee has, had or may have on the date of execution of this Agreement or on the effective date of this Agreement arising out of, related to or connected with his/her employment and/or connected with, or related to, the termination of said employment by his/her resignation or the entering into this Agreement, including but not limited to, any claims, demands and causes of action under the Age Discrimination in Employment Act, 29 U.S.C. Section 621 et seq., as amended by the Older

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Workers' Benefit Protection Act of 1990, and/or any other federal or state law relating to discrimination in employment based upon age.

6. Employee acknowledges that prior to executing this Agreement he/she was afforded forty-five (45) days to consider the terms and conditions of the agreement, and further was advised to consult an attorney of his/her choice prior to executing the Agreement.

(employee
initial here)

7. Employee acknowledges that he/she is afforded a period of seven (7) days following execution of the agreement in which he/she may revoke the agreement, and that the Agreement will not be effective until that period has expired.

(employee
initial here)

8. The provisions of this Agreement contain the entire agreement of the parties and no prior or contemporaneous agreement or representations, whether written or oral, shall have the effect of altering the terms. No subsequent amendment to this Agreement shall be effective unless reduced to writing and signed by the appropriate parties.

9. The validity, interpretation, performance, and enforcement of this agreement shall be governed by the laws of the State of Louisiana and the United States, as applicable. Employee agrees that any civil action brought in connection with this agreement shall be brought in the Nineteenth Judicial Court, Parish of East Baton Rouge or the United State District Court for the Middle District of Louisiana.

Fully Read and Understood:

(Signature)

(Date)

(Printed Name of Employee)

Recommended and Approved:

Final Approval:

Chancellor

(Date)

President

(Date)