

OBION COUNTY
BOARD OF EDUCATION

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David W. Huss, Director of Schools

Members of the Board of Education:
BRIAN RAINEY, Chairman
DIANE SANDERSON, Vice-Chairman
DAVID LAMB, Chair Pro Tem

WILLIS EASLEY
FRITZ FUSSELL
TIM PARTIN
SUSAN WILLIAMS

TO: Eligible Obion County Teachers
FROM: Obion County Board of Education
DATE: May 3, 2011
RE: **Announcement of Voluntary Early Retirement Incentive Program (ERIP)**

The Obion County Board of Education (hereinafter "Board"), in agreement with the Obion County Education Association (OCEA), hereby announces a voluntary Early Retirement Incentive Program. All employees who meet the definition of "eligibility group," as defined below, will be paid a bonus of \$7,500 if the eligible employee voluntarily signs retirement papers and the attached release within the specified ERIP window.

The eligible group is defined as all teachers, as defined by TCA §49-5-501 (10), who, at the conclusion of the 2010 – 2011 school year, will have 30 or more years of experience in education, with at least 15 years of experience with the Board. The voluntary early retirement incentive amount will be subject to withholdings as required by law. The ERIP window of eligibility opens upon approval by the Board (May 2, 2011) and will remain open for 45 days (May 3, 2011 through June 17, 2011). Employees who accept the Board's offer will have seven (7) days to revoke such acceptance. Eligible employees who accept the Board's offer will be paid the early retirement incentive on or before June 30, 2011.

If you choose not to participate in the voluntary ERIP, your decision not to participate will not affect your employment status or benefits with the Board in any manner. The Board has no current plans to offer other programs of this nature in the future; however, the Board reserves the right to do so.

To accept this offer, the attached release and Tennessee Consolidated Retirement System (TCRS) application must be fully executed and signed by the window closing date (June 17, 2011).

To ensure no misunderstandings, if you decline to participate, please sign at the bottom of this announcement, as provided below, indicating that you are eligible, but decline to participate in the voluntary ERIP. Again, if you decline, your employment status will not be affected in any way.

If you have additional questions or concerns, you may call or email the Director of Schools at 731.885.9743 or dhuss@k12tn.net. If an informational meeting is needed to address questions, such a meeting can be called by OCEA.

I, _____, meet the definition of eligible employee as defined above, but decline to participate in the Board's Voluntary Early Retirement Incentive Program.

Signed: _____

Date: _____

TENNESSEE CONSOLIDATED RETIREMENT SYSTEM
502 Deaderick Street
Nashville, Tennessee 37243-0201

This is your application for service or early retirement. Please read all directions carefully before completing the attached form.

When to File an Application for Retirement

Your application for retirement should be forwarded to TCRS 60 to 90 days prior to your last paid day of service. The last paid day of service is either your last day of employment or the last day for which you are paid annual and/or sick leave. Your application cannot be filed more than 150 days prior to your last paid day of service.

The appropriate form for continuation of medical insurance should accompany your retirement application. Refer to State of Tennessee Group Insurance handbooks for eligibility requirements for continuation of insurance. You may also call the TCRS Insurance Section at 1-877-681-0155.

Part I - Directions for Completing

- A. Please type or print (in black ink) all information.
- B. Complete all requested information for Sections 1-8b. In Section 8, the date terminated is the last working day (including all annual and/or sick days) for which you are paid. The effective date of retirement is the day immediately following the last paid day or the first day of eligibility for benefits. Payment will be made retroactive to your date of retirement provided that no benefit may become effective more than 150 days prior to receipt of the application in our office.
- C. Section 9 explains the benefit plans available. You must select one benefit plan. If you choose the Social Security Leveling Plan, an estimate from the Social Security Administration of your Social Security benefits payable at age 62 must accompany your retirement application. This estimate should not be dated more than one year prior to filing your retirement application. Forms to obtain the proper type of Social Security estimate may be obtained from this office or you may call Social Security Administration at 1-800-772-1213.
- D. Designation of your beneficiary should be made in Section 10. If you select the Regular Plan or Social Security Leveling, you may designate one individual or your estate as beneficiary. If you select Option I – IV, you must designate one individual as beneficiary. Proof of this beneficiary's birth date should be included. Your designated beneficiary must also sign the application in Section 10.
- E. Tax Information - TCRS benefits are subject to federal taxation. However, it is your choice whether to have federal income tax withheld from your TCRS pension. Before completing section **11C**, please be sure to consult your tax preparer about the correct marital status and number of allowances for your monthly pension. If you are unsure of how to complete section **11C**, please use **11A** or **11B** instead. For more information, see the document concerning this at the following TCRS site: www.tn.gov/treasury/tcrs/PDFs/tr0318.pdf.
- F. Your application must be signed and notarized.
- G. Please attach a voided check in Section 12 **OR** give us your savings account information. As required by state law, TCRS monthly benefits will be deposited directly to the checking or savings account indicated on your retirement application. Payments will be available on the last working day of each month. You will be notified in writing of any changes made to the amount of your net benefit. All correspondence and year-end statements will be mailed to your home address.

Part II - Must be Completed by Your Employer

Submit your notarized application to your employer to complete Part II. Upon completion, the application should be returned to the Tennessee Consolidated Retirement System. If you have been out of service for more than 60 days, Items 1-3 of Part II do not need to be completed; however, unused sick days (Item 4) must be certified by your employer.

Acknowledgment

All applications will be acknowledged by letter after we receive them. If you do not receive an acknowledgment within two weeks, please contact our office at 615-741-1971.

If you should return to service on a part-time or full-time basis with an agency covered by the retirement system, you should notify the Tennessee Consolidated Retirement System of your reemployment to obtain prior approval and to avoid an overpayment of retirement benefits.

The TCRS maintains a full-time counseling staff. If you have any questions, call 615-741-1971, write our office or contact us by e-mail. A listing of our e-mail addresses may be found at: www.tn.gov/treasury/tcrs/Contact.html.

APPLICATION FOR SERVICE OR EARLY RETIREMENT BENEFITS



Part I – To Be Completed by Applicant (Type or print legibly in black ink). NOT for use by disability applicants.

1. Social Security #	2. Birthdate: (Month/Day/Year)	3. Sex: <input type="checkbox"/> M <input type="checkbox"/> F	
4. Name: Last	First	Middle	Maiden
5. Address: Street	City		State Zip
6. Telephone Number	7a. Last Employer: Name of Department or Institution	7b. Title of Position	
8a. Date Employment Terminated: (Your last paid day of work or last paid day of leave)	8b. Date of Retirement: <input type="checkbox"/> 55th Birthday <input type="checkbox"/> 60th Birthday		<input type="checkbox"/> Day After Last Pay Day <input type="checkbox"/> Other _____

9. Select one of the following plans. To compare retirement scenarios, visit our benefits calculator at tcrs.tn.gov.

SINGLE LIFE ANNUITY PLANS - Choose one of the two Life Annuity Plans OR one of the four Survivor Options:

Any remaining balance of your accumulated contributions and interest will be paid to the surviving designated beneficiary in a lump sum in the event of your death.

- REGULAR/MAXIMUM PLAN - Monthly benefit payable to you for your lifetime with all benefits ceasing at death.
- SOCIAL SECURITY LEVELING - An increased benefit until you reach age 62. Beginning the month after your 62nd birthday, your benefit from the TCRS will be reduced, at which time you will also become eligible for Social Security benefits. This benefit will be payable to you for life with all benefits ceasing at death. This retirement plan requires a benefit estimate from the Social Security Administration that has been done within a year of your date of retirement from TCRS.

OR

SURVIVOR OPTIONS: Monthly benefit reduced from the regular plan. In the event of your death, your designated beneficiary will receive:

- Option I - Monthly benefits equal to yours for his/her life. Should he/she die before you, your reduced monthly allowance will remain the same.
- Option II - Monthly benefits equal to 50% of yours for his/her life. Should he/she die before you, your reduced allowance will remain the same.
- Option III - Monthly benefits equal to yours for his/her life. Should he/she die before you, your allowance will revert to the amount you would have received under the regular plan.
- Option IV - Monthly benefits equal to 50% of yours for his/her life. Should he/she die before you, your allowance will revert to the amount you would have received under the regular plan.

10. As beneficiary under the benefit plan selected above, I designate (<i>one individual or estate required, regardless of plan selected</i>):			
Name: Last	First	Middle	Maiden
Birthdate: (Month/Day/Year)	3. Sex: <input type="checkbox"/> M <input type="checkbox"/> F		Relationship:
Signature of Beneficiary:		Beneficiary's Social Security #:	Today's Date: (Month/Day/Year)

11. To enable us to withdraw the appropriate amount of federal tax from your benefit payment, please check one of the following:

- 11a. I elect NOT to have income tax withheld from my pension. Do not check nor complete 11b or 11c if you choose this selection.
- 11b. I want the following TOTAL amount withheld from each payment: \$ _____ Do not check or complete 11a or 11c if you select this.
- 11c. I want my withholding from each payment to be figured using the number of allowances and marital status shown:
 Number of allowances: _____ Marital Status: Single Married Married, but withholding at higher single rate
 In addition to the calculated deduction based on marital status and allowances, I want \$ _____ per month deducted.

I hereby certify that I have carefully completed and truthfully answered all questions contained herein to the best of my knowledge and belief. I further certify that I understand if I obtain part-time or full-time employment on an at-will or contractual basis with an agency covered by the Tennessee Consolidated Retirement System, I am required to notify the Tennessee Consolidated Retirement System and my benefit will be suspended except as provided by Part 8, Chapter 36 of Title 8 Tennessee Code Annotated.

Date: _____ Signature of Member: _____

STATE OF _____, COUNTY OF _____

Personally appeared before me the within named _____ who makes oath that he (or she) executed the foregoing instrument. This _____ day of _____, 20____.

Notary Public _____ My Commission Expires _____

CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT AND GENERAL RELEASE. BY SIGNING THIS AGREEMENT AND GENERAL RELEASE YOU GIVE UP AND WAIVE IMPORTANT LEGAL RIGHTS.

I, _____, understand and, of my own free will, enter into this AGREEMENT AND GENERAL RELEASE (“AGREEMENT”) with the OBION COUNTY BOARD OF EDUCATION (hereinafter, “BOARD”) and, in consideration of the early retirement incentive payment described herein, agree as follows:

I hereby acknowledge that my employment with the BOARD will terminate on JUNE 30, 2011, and agree that I will not hereafter apply for full-time employment or seek full-time employment or full-time reemployment with the BOARD.

On MAY 3, 2011, officials of the BOARD informed me of what I had a right to receive upon my voluntary retirement from employment with the BOARD, and explained to me that the BOARD will give me a lump sum payment of \$7,500, less deductions required by law, as an early retirement incentive, if, and only if, I sign this AGREEMENT and comply with its terms. I understand that the BOARD will not be required to provide the early retirement incentive until after this AGREEMENT becomes effective.

Except for the remaining payments under your 2010 – 2011 school year contract, you represent, warrant, and acknowledge that the BOARD owes you no wages, commissions, bonuses, sick pay, personal leave pay, severance pay, vacation pay, or other compensation or benefits or payments or form of remuneration of any kind or nature, other than that specifically provided for in this Agreement. You also hereby acknowledge and agree that you have received any and all leave(s) of absence to which you may have been entitled pursuant to the federal Family and Medical Leave Act of 1993, and if any such leave was taken, you were not discriminated against or retaliated against regarding same.

I understand that this AGREEMENT does not constitute an admission by the BOARD of any: (i) liability; (ii) violation of any federal, state, or local law, regulation, order, or other requirement of law; (iii) breach of contract, actual or implied; (iv) commission of any tort; or (v) other civil wrong.

I realize there are many laws and regulations prohibiting employment discrimination retaliation for opposing unlawful acts or otherwise regulating employment or claims related to employment pursuant to which I may have rights or claims. These include, without limitation, Title VII of the Civil Rights Act of 1964, as amended, including the Equal Employment Opportunity Act of 1972; the Age Discrimination in Employment Act of 1967, as amended (the “ADEA”); the Americans with Disabilities Act of 1990, the National Labor Relations Act, as amended; the Employee Retirement Income Security Act of 1974, as amended; the Civil Rights Act of 1991; the Worker Adjustment and Retraining Notification Act of 1988; 42 U.S.C. §1981; the Sarbanes Oxley Act of 2002; and federal, state, and local human rights, fair employment, and other laws. I also understand there are other statutes and laws of contract and tort otherwise relating to my employment. I intend to waive and release any rights I may have under these and other laws, and

under laws of contract and tort, but I do not intend to nor am I waiving any rights or claims that may arise under the ADEA after the date that I sign this AGREEMENT.

In exchange for my receipt of the early retirement incentive benefit, on behalf of myself, my heirs, and personal representatives, I release and discharge the BOARD from any and all charges, claims, and actions arising out of my employment or my voluntary retirement from employment with the BOARD, except a charge, claim, or action based upon rights or claims that may arise under the ADEA after the date that I sign this AGREEMENT. If I violate this AGREEMENT by filing or bringing any charges, claims, or actions contrary to this Paragraph, except for filing a charge or complaint with the Equal Employment Opportunity Commission, in addition to any other remedies which may be available to the BOARD, including, but not limited to, remedies for breach of contract, I will pay all costs and expenses of the BOARD in defending against such charges, claims, or actions brought by me or on my behalf, including reasonable attorney's fees.

As used in this AGREEMENT, the BOARD includes its members, its director, and all other agents of the local education agency.

You represent and agree that you have not filed any lawsuits or arbitrations against the BOARD, or filed or caused to be filed any charges or complaints against the BOARD, with any municipal, state, or federal agency charged with the enforcement of any law. Pursuant to and as a part of your voluntary retirement of employment with the BOARD, as set forth herein, with the sole exception of your right to bring a proceeding pursuant to the Older Workers Benefit Protection Act to challenge the validity of your release of claims pursuant to the Age Discrimination in Employment Act ("ADEA"), you agree, not inconsistent with EEOC Enforcement Guidance On Non-Waivable Employee Rights Under EEOC Enforced Statutes dated April 11, 1997, and to the fullest extent permitted by law, not to sue or file a charge, complaint, grievance, or demand for arbitration against the BOARD in any forum or assist or otherwise participate willingly or voluntarily in any claim, arbitration, suit, action, investigation, or other proceeding of any kind that relates to any matter that involves the BOARD, and that occurred up to and including the date of your execution of this AGREEMENT, unless required to do so by court order, subpoena, or other directive by a court, administrative agency, arbitration panel, or legislative body, or unless required to enforce this AGREEMENT. To the extent any such action may be brought by a third party, you expressly waive any claim to any form of monetary or other damages, or any other form of recovery or relief in connection with any such action. Nothing in the foregoing paragraph shall prevent you (or your attorneys) from (i) commencing an action or proceeding to enforce this AGREEMENT or (ii) exercising your right under the Older Workers Benefit Protection Act of 1990 to challenge the validity of your waiver of ADEA claims set forth in this AGREEMENT.

This AGREEMENT constitutes the entire agreement between the BOARD and you, and supersedes and cancels all prior and contemporaneous written and oral agreements, if any, between the BOARD and you. You affirm that, in entering into this AGREEMENT, you are not relying upon any oral or written promise or statement made by anyone at any time on behalf of the BOARD.

This AGREEMENT is binding upon you and your successors, assigns, heirs, executors, administrators, and legal representatives.

This AGREEMENT shall be deemed to have been made within the County of OBION, State of TENNESSEE, and shall be interpreted, construed, and enforced in accordance with the laws of the State of TENNESSEE and before the Courts of the State of TENNESSEE in the County of OBION. I hereby consent to the jurisdiction of such courts for the enforcement of this AGREEMENT and waive trial by jury.

If one or more provisions or terms of this AGREEMENT shall be ruled void or unenforceable, the BOARD may elect to enforce the remainder of this AGREEMENT, or cancel it and get back from me, my successors, or assigns or otherwise any consideration paid.

Without detracting in any respect from any other provision of this AGREEMENT:

1. You, in consideration of the early retirement incentive provided to you as described in this AGREEMENT, agree and acknowledge that this AGREEMENT constitutes a knowing and voluntary waiver of all rights or claims you have or may have against the BOARD as set forth herein, including, but not limited to, all rights or claims arising under the Age Discrimination in Employment Act of 1967, as amended (“ADEA”), including, but not limited to, all claims of age discrimination in employment and all claims of retaliation in violation of the ADEA; and you have no physical or mental impairment of any kind that has interfered with your ability to read and understand the meaning of this AGREEMENT or its terms; and that you are not acting under the influence of any medication or mind-altering chemical of any type in entering into this AGREEMENT.
2. You understand that, by entering into this AGREEMENT, you do not waive rights or claims that may arise after the date of your execution of this AGREEMENT, including without limitation any rights or claims that you may have to secure enforcement of the terms and conditions of this AGREEMENT.
3. You agree and acknowledge that the consideration provided to you under this AGREEMENT is in addition to anything of value to which you are already entitled.
4. You are hereby advised to consult with an attorney prior to executing this AGREEMENT. You acknowledge that you were informed that you had at least 45 days in which to review and consider this AGREEMENT, to review the information as required by the ADEA, and to consult with an attorney regarding the terms and effect of this AGREEMENT.

I was given a copy of this AGREEMENT on MAY 3, 2011. I have had an opportunity to consult an attorney before signing it and was given a period of at least 45 days, to consider this AGREEMENT. I acknowledge that in signing this AGREEMENT, I have relied only on the promises written in this AGREEMENT and not on any other promise made by the BOARD. I have seven days to revoke this AGREEMENT after I sign it. This AGREEMENT will not become effective or enforceable until seven days after the BOARD has received my signed copy of this AGREEMENT.

This AGREEMENT may not be modified or changed orally.

EMPLOYEE'S SIGNATURE

STATE OF TENNESSEE
COUNTY OF OBION

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

By: _____
BOARD'S REPRESENTATIVE