PREPARE ON APPROPRIATE LETTERHEAD

[Date]

Name

Address

Address

**Re: State of SC Post-TERI or Post-Retirement Offer of Temporary Summer Employment – Salary Pay**

Dear Name,

Congratulations and welcome back to the University of South Carolina!

I am pleased to offer you the temporary position of xxx in the Department of xxx within the College/School/Campus Name. This is a temporary position that reports to Supervisor Name, Supervisor’s Title and this position is located in building name.

This Full Time/part-time position is based on xx hours per week. Your normal work schedule will be [days worked each week, i.e. Monday through Friday] from [hours worked each day, i.e.8:30 a.m. to 5:00 p.m.].

Below are the courses you are being hired to teach during summer 2024:

|  |  |  |
| --- | --- | --- |
| **Course Number / Description** | **Dates** | **Compensation** |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |

As outlined in the above table, this temporary appointment begins on date and ends date; however, the University reserves the right to terminate this appointment at its sole discretion at any time with or without cause. This position is considered exempt under the Fair Labor Standards Act and is not subject to the minimum wage and overtime provisions specified by law. Should you accept this position, your salary will be $xxx. .  University employees are typically paid on the 15th and the last day of the month via direct deposit.

In accordance with University policies and State Law, you are employed at will, which means that you may be terminated at any time with or without cause and without grievance or appeal rights, and that you will not be entitled to any compensation beyond the date of termination.

As a temporary employee, you are not entitled to annual or sick leave, paid holidays, grievance rights, or any other benefits normally associated with employment in an FTE position under State guidelines. Since you previously worked in the spring, there will be no change to your insurance or retirement if you participated.

This offer of employment is governed by state law which is subject to change, and does not imply any commitment regarding your continued employment. Further, this letter supersedes any other representations and agreement, written or oral, with regard to your employment at the University.

**Earnings limitation from covered employment:**

**If you retired before you reached age 62 (SCRS) or 57 (PORS) and return to work with a participating employer, you will be subject to a $10,000 per year earnings limitation.** This means you can earn up to $10,000 per year from covered employment and continue to receive your monthly annuity. If you continue covered employment and earn more than $10,000 in a calendar year, your monthly annuity will be suspended for the remainder of that year. The $10,000 earnings limitation applies regardless of your age when you return to covered employment. The $10,000 earnings limitation from covered employment does not apply to you if you retired prior to January 2, 2013, or if you retired after age 62 (SCRS) or 57 (PORS).

Exemption: For compensation earned during the [xxxx] **fiscal year**, the $10,000 earnings limitation does not apply if a member of the South Carolina Retirement System (SCRS) or Police Officers Retirement System (PORS) has not been engaged to perform services for a participating employer in the state's retirement systems for compensation in any capacity, whether as an employee, independent contractor, leased employee, joint employee, or other classification of worker, for a period of at least 12 consecutive months subsequent to retirement. The exemption provided under this proviso does not apply unless the employee first certifies to the system that he satisfies the requirements for the exemption by completing [**Form 7216-COVID-19 Earnings Limitation Exception Certification**](https://nam02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fforms.retirement.sc.gov%2FformGenericGet.do%3FformNum%3Dweb7216.xdp&data=05%7C02%7CSTACYL%40mailbox.sc.edu%7C22492dd77aff45c8147c08dc242043a1%7C4b2a4b19d135420e8bb2b1cd238998cc%7C0%7C0%7C638424968194774810%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=sYW5fnU%2BjuPUOelCCdGp53VZA%2FMP9w%2FKUmQGDmLf2Wc%3D&reserved=0). If an employee inaccurately certifies that he satisfies the requirements for the exemption, the employee is responsible for reimbursing the system for any benefits wrongly paid to them.

**Working retiree contribution rate:**

As a retired member returning to covered employment, you will contribute a tax-deferred percentage of your gross pay into your retirement account; however, as a retiree, you will not earn additional service credit or receive interest on your account.

Please indicate your acceptance of this offer by signing on the line below and returning this letter to me no later than [date]. We encourage you to keep a copy for yourself. I look forward to our partnership and the contributions you will make to our institution. Feel free to contact me directly if you have any questions, require additional information or if there is anything I can do to help you get started in your new job at the University of South Carolina. My direct phone number is [contact phone number] and my email is [contact email].

Sincerely,

[NAME]

[TITLE]

I have read and understand the above referenced terms and conditions of employment and hereby accept the University of South Carolina’s contingent offer of employment.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

cc: Personnel File

Human Resources