

Walters State Community College



Voluntary Buyout Program

February 1, 2021

This document serves as the program document governing the terms of the Voluntary Buyout Program (VBP). Eligibility for the VBP and the benefits paid under the VBP are governed by the terms of this document.

Walters State Community College Voluntary Buyout Program

INTRODUCTION

Walters State Community College (hereinafter the "College"), has adopted the Walters State Community College Voluntary Buyout Program (hereinafter the "VBP"), effective January 1, 2021* (the "Effective Date"), for the benefit of eligible employees as described in this program document.

Walters State is one of the nation's premier community colleges providing educational and workforce opportunities for residents living in the College's ten-county service area. The College also employs over 400 full- and part-time employees from throughout East Tennessee, and it values their dedication and commitment to making this region a better place to live and work. Through this VBP, the College wants to financially reward those individuals who have faithfully served the College for a number of years but are now prepared to retire or move on to the next stage of their career.

This document shall serve as the program document governing the terms of the VBP. Eligibility for the VBP and the benefits paid under the VBP are governed by the terms of this document. Employees should refer to this document for information concerning any rights and obligations they may have under the VBP.

Throughout this document, the following definitions apply:

"Eligible Employee" - means an employee of the College who meets the eligibility criteria described below in this program document and is, therefore, invited to participate in the VBP.

"Participant" - means an Eligible Employee who submits an application to participate in the VBP and is accepted into the program.

"Severance Pay" – an amount paid to an employee upon retirement (for purposes of this VBP).

THE PROGRAM IS VOLUNTARY

Participation in the VBP shall be on a strictly voluntary basis for all employees deemed eligible for participation. The choice is entirely the decision of the employee. No one at the College may require an employee to accept or reject participation in the VBP. Employees are encouraged to consider the program and determine if it is the right opportunity for him or her.

The existence of the VBP does not in any way change an employee's relationship with the College. Employees are free to participate or not to participate. Employees should understand that if they are eligible and decline to participate, they will not be treated any differently with respect to future terms and conditions of employment than any other similarly situated employee. Employees should also understand that the VBP does not provide any right to future employment with the College or otherwise affect the status or terms and conditions of an employee's current employment, except that an employee's employment relationship with the College will end on the Voluntary Separation Date, as defined below, should the employee's application to participate in the VBP be accepted.

*Date contingent on approval by the Tennessee Board of Regents no later than February 1, 2021.

ELIGIBLE EMPLOYEES

The VBP is applicable only to an Eligible Employee. An "**Eligible Employee**" is one who was employed by Walters State prior to January 1, 2021, and is actively employed by the College in a regular full-time position with at least five (5) years of State of Tennessee service as of January 1, 2021, or the equivalent of five full-time years of service in a regular part-time position and meets the criteria defined below for each type of employment as of February 1, 2021.

Eligibility Criteria by Type of Employee

Faculty	Support/Non-Exempt	Administrative or Academic Professional or Executive
<p>... Actively employed with at least 5 years of State of Tennessee service in a regular full-time or regular part-time position ... in an appointment that is associated with the expectation of continuous employment at the institution</p> <p>Not: ... in a grant-funded position that prohibits participation ... employed in an excluded function ... covered under any of the Conditions of Ineligibility outlined in the Program Document</p>	<p>... Actively employed with at least 5 years of State of Tennessee service in a regular full-time or regular part-time position ... in an appointment that is associated with the expectation of continuous employment at the institution</p> <p>Not: ... in a grant-funded position that prohibits participation ... employed in an excluded function ... covered under any of the Conditions of Ineligibility outlined in the Program Document</p>	<p>... Actively employed with at least 5 years of State of Tennessee service in a regular full-time or regular part-time position ... in an appointment that is associated with the expectation of continuous employment at the institution</p> <p>Not: ... in a grant-funded position that prohibits participation ... employed in an excluded function ... covered under any of the Conditions of Ineligibility outlined in the Program Document</p>

Under the VBP:

- "**State of Tennessee service**" means the total number of years of employment with the State of Tennessee in a regular full-time or regular part-time position as determined by the Office of Human Resources.
- "**Regular full-time employee**" means an employee who is employed for an ongoing, indefinite period and who is paid from an individual position number in a departmental budget.
- "**Regular part-time employee**" means a permanent employee who works a set number of hours less than full-time and who receives partial leave.
- "**Actively employed**" means being actively at work, on vacation, on sick leave, on military leave, on paid leave of absence, or on approved unpaid leave of absence.
- "**Faculty**" means personnel whose regular assignments include instruction, research, and/or public service as a principal activity, who hold academic rank as professor, associate professor, assistant professor, or instructor at the institution. For the purposes of the VBP, faculty who hold a 12-month administrative or academic professional position at the College shall be considered administrative or academic professional.

- **"Support/non-exempt"** means personnel who perform primarily clerical and/or supporting functions. This type of employee is required to report all hours worked and is subject to overtime provisions of the Fair Labor Standards Act (FLSA).
- **"Administrative or academic professional or executive"** means personnel who hold regular, full-time fiscal year positions who primarily have executive or administrative responsibilities and whose positions require recognized professional achievement acquired by formal training or equivalent experience. This type of employee is classified as exempt from the provisions of the Fair Labor Standards Act (FLSA).
- **"Grant-funded positions"** means positions that are funded in full by a grant or contract from an agency or entity external to the College and, therefore, are contingent on the agency's continued support at a full level of funding throughout the duration of the appointment.

CONDITIONS OF INELIGIBILITY

An employee shall not be eligible for severance pay under the VBP if the VBP Administrator (see page 8) determines that any of the following apply:

- (a) an employee's position is in one of the Excluded Functions as defined by the VBP Administrator and outlined below;
- (b) an employee is not or ceases to be an "Eligible Employee" as defined above;
- (c) an employee submitted a resignation notice before January 1, 2021;
- (d) an employee submitted an effective notice of retirement before January 1, 2021. For purposes of the VBP, employees who have left their position and attained their retirement date or are on their terminal leave have submitted an effective notice of retirement;
- (e) an employee is terminated by reason of unacceptable performance or because of a violation of law, rule, or policy;
- (f) an employee accepts a position in one of the Excluded Functions at the College before his/her Voluntary Separation Date;
- (g) an employee leaves employment with the College before his/her Voluntary Separation Date (for reasons other than retirement pursuant to a notice of retirement received on or after January 1, 2021);
- (h) the employee has previously participated in a voluntary buyout at the College or any other State of Tennessee-funded postsecondary institution; or
- (i) the VBP is terminated prior to its completion.

EXCLUDED FUNCTIONS

The College may deny any application based on business continuity and campus needs. Pursuant to institutional and programmatic accreditation standards, Walters State must maintain sufficient numbers of full-time faculty members and qualified academic program coordinators to ensure curriculum and program quality, integrity, and review. Accordingly, an employee's application for participation in the VBP may not be accepted if the employee's separation from the College would negatively affect the College's ability to meet any relevant accreditation standard or requirement. Factors to be considered in the decision to deny an application may include:

- The College's ongoing ability to fulfill its Mission, including teaching, governance, or service.

- The College’s ability to recruit and rehire qualified faculty for a specific academic discipline and/or at a specific teaching location, including distance education.
- The impact on other faculty workload in the discipline or program.
- Programmatic accreditation agencies’ requirements for a minimum number of faculty or student to faculty ratio. For example, an agency may require two full-time faculty or a student/faculty ratio of 15:1 to accredit an academic program.
- Other factors described in the *SACSCOC Principles of Accreditation* or program accreditors’ handbooks.

The right to deny an application may only be exercised at the discretion of the President of the College with the advice of the Council of Vice Presidents.

APPROXIMATE NUMBER OF VBP PARTICIPANTS

Only a limited number of Eligible Employees who apply for the VBP will be accepted as Participants. The approximate number of VBP Participants by type of College employee is as follows:

Type of Employee	Approximate Available to participate in VBP
Faculty	10
Support/Non-Exempt	9
Administrative or Academic Professional or Executive	8

These numbers are estimates only based on historical information and are subject to change. The TBR requires the institution to estimate the number of participants in each category. The College reserves the right to accept and approve more or less applications than the approximate available under the VBP. The VBP is being funded by a one-time special budget initiative.

If more Eligible Employees in an employee type elect to participate in the VBP than the approximated number available, applications for Eligible Employees in that classification initially will be considered and approved based on highest years of service at Walters State Community College as of January 1, 2021, and, secondly, based on the order in which employee applications are received. Partial years of service in a regular full-time or regular part-time position in excess of one year will be calculated using fractions of a year as illustrated in **Attachment 3**. The College reserves the right, in its sole discretion, to accept and approve fewer applications or more applications than the approximate available under the VBP.

For purposes of this VBP, "years of Walters State Community College service" is the total number of years of employment with Walters State Community College in a regular full-time or regular part-time position as determined by the Office of Human Resources. Creditable service includes any time off on (i) paid leave, (ii) unpaid leave of absence under the FMLA, and (iii) military leave. If an employee worked at the College as a regular full-time or regular part-time employee, left employment with the College, and returned as a regular full-time or regular part-time employee, the employee's 'adjusted' hire date will be calculated to consider both periods of employment.

VBP TIME LINE OF KEY EVENTS

Program Approval	February 1, 2021
Announcement of VBP to all Employees	February 2, 2021
Review and Application Submission Period	February 3 – March 22, 2021
Application Deadline	March 22, 2021
Revocation Period	March 23 – March 30, 2021
VBP Participants Notified of Acceptance	April 14, 2021
Voluntary Separation Date for VBP Participants	May 31, 2021
Notification to Department/Unit Head	April 14 – April 21, 2021

Waiver/General Release Agreement Deadline	The earlier of Voluntary Separation Date or May 31, 2021.
VBP Payment to Participants	No later than June 30, 2021

VBP APPLICATION PROCEDURE

If an employee is an eligible employee, he/she may apply to participate in the VBP by (i) signing the VBP application form indicating that he/she elects to voluntarily separate from employment with the College and obtain severance pay and (ii) submitting the signed application form to the VBP Administrator on or before March 22, 2021. The VBP application form is attached hereto as **Attachment 1**.

Properly completed application forms must be either emailed from your Walters State email account with verified return receipt or returned to the VBP Administrator, Office of Human Resources, Walters State Community College, 500 South Davy Crockett Parkway, Morristown, TN 37813-6899 by hand delivery or mailed via regular, express mail or private courier. Application forms must be received by the VBP Administrator no later than **4:30 p.m.** Eastern Time **March 22, 2021**. **Any application received after 4:30 p.m. on March 22, 2021 will not be considered.** All VBP applications are subject to the College's approval.

Application forms sent by facsimile or campus mail will not be accepted. The College will not be responsible for lost mail.

An employee may revoke his/her application form on or before March 30, 2021. The revocation letter must be in writing to the VBP Administrator and must be either hand delivered or mailed via regular or express mail or private courier to the VBP Administrator, Office of Human Resources, Walters State Community College, 500 South Davy Crockett Parkway, Morristown, TN 37813-6899. Revocation letters must be received by the VBP Administrator no later than **4:30 p.m.** Eastern Time on **March 30, 2021**. If the application form is not revoked by such date and the employee is accepted into the VBP, then the employee's employment with the College will terminate as of the Voluntary Separation Date (as defined below).

Revocations sent by facsimile, electronic mail, or campus mail will not be accepted. The College will not be responsible for lost mail.

The VBP Administrator will notify in writing the applicants who meet the conditions of the VBP and are approved as Participants. An Eligible Employee whose VBP application is approved shall be considered a **"Participant"** under the VBP. The date a Participant terminates employment with the College in accordance with the VBP will be the **"Voluntary Separation Date."** The notification of approval of applications will be postmarked no later than April 14, 2021. The VBP Administrator will notify in writing each Participant's department or unit head within seven (7) calendar days after the notification to the appropriate Participant and no later than April 21, 2021.

Unless approved otherwise in writing by May 31, 2021, a Participant's employment with the College shall terminate on **May 31, 2021**. Notwithstanding the above, a Participant who is also eligible for retirement benefits under the College's retirement plan may voluntarily elect to terminate employment with the College before May 31, 2021, prior to receiving approval of his/her VBP application. In the event that such Eligible Employee's VBP application is not approved, he/she will not be entitled to severance pay although his/her employment has terminated.

A Participant shall abide by the College's standards of conduct and satisfactorily perform his/her job responsibilities up to and including his/her Voluntary Separation Date. A Participant whose employment with the College terminates before his/her Voluntary Separation Date for any reason other than in

accordance with the terms of the VBP shall not be eligible to receive severance pay under the VBP.

WAIVER AND RELEASE

In order to be eligible to receive the severance pay, the employee must submit a signed Waiver and Release Agreement to the VBP Administrator no later than 4:30 p.m. Eastern Time on his/her Voluntary Separation Date. No Waiver and Release Agreement may be submitted earlier than the Voluntary Separation Date. For retirement-eligible Participants who opt for a Voluntary Separation Date (retirement) prior to May 31, 2021, a signed Waiver and Release Agreement form will be accepted through the earlier of their Voluntary Separation Date or May 31, 2021. The required Waiver and Release Agreement is attached hereto as **Attachment 2**.

A Participant may revoke the signed Waiver and Release Agreement within seven (7) calendar days of the date he/she submits the signed Waiver and Release Agreement to the VBP Administrator. Any such revocation must be in writing and received by hand-delivery to the VBP Administrator or by mail via regular or express mail or private courier addressed to VBP Administrator, Office of Human Resources, Walters State Community College, 500 South Davy Crockett Parkway, Morristown, TN 37813-6899.

Any revocation received after the seven (7) calendar day period will not be effective. Revocations sent by facsimile, electronic mail, or campus mail will not be accepted. The College will not be responsible for lost mail. A Participant who revokes his/her Waiver and Release Agreement shall be deemed to have voluntarily resigned from employment as of the Voluntary Separation Date and will not be eligible to receive any severance pay or benefits under the VBP. A Participant who submits a signed Waiver and Release Agreement and who does not exercise his/her right of revocation shall be eligible to receive severance pay.

BUYOUT SEVERANCE DETAILS

a) Service Payment

A "service payment of \$500" for each full year of State of Tennessee service as of his/her Voluntary Separation Date. For purposes of this VBP, "years of State of Tennessee service" is the total number of years of employment with the State of Tennessee in a regular full-time or regular part-time position as determined by the Office of Human Resources. Partial years of service in a regular full-time or regular part-time position in excess of one year will be calculated using fractions of a year as illustrated in **Attachment 3**. Creditable service includes any time off on (i) paid leave, (ii) unpaid leave of absence under the FMLA, and (iii) military leave. If an employee worked with the State of Tennessee as a regular full-time or regular part-time employee, left employment with the State of Tennessee, and then returned as a regular full-time or regular part-time employee, an 'adjusted' hire date will be calculated to consider both periods of employment.

b) Monthly Salary times 4

A service payment of four (4) times the current gross monthly base salary of the employee as of the Voluntary Separation Date. Base salary excludes supplements and any extra compensation.

c) Amount Equivalent to 2021-22 Longevity Payment

Participants will also receive an amount equivalent to their 2021-22 longevity payment based on their years of creditable State of Tennessee service. This amount will be calculated according to Tennessee Board of Regents Guideline P-120 Longevity Pay.

d) Compensatory and Annual Leave

Normal payment of unused compensatory and annual leave accrued as of the Voluntary Separation Date.

e) **Insurance Supplement**

Amount equivalent to the college's cost (80% of premium) for twelve (12) months of health insurance, at the employee's premium rate in effect at his/her date of separation.

This benefit does not apply if the terminating employee has at least thirty (30) years of state service due to the fact that the state already continues to pay 80% of the insurance premiums for such individuals until they reach the Medicare-eligible age of 65. This benefit does not apply if the employee does not currently carry health insurance through the institution.

f) **Transition to Medicare Supplement**

If the employee who accepts the VBP is 65 years of age or older by their Voluntary Separation Date, they will receive a one-time \$3,000 cash payment to assist with transition to Medicare.

g) **Sick Leave**

Employees who participate in the VBP will not receive any payment for unused sick leave.

h) **TCRS Credit**

The lump sum payments (service pay, monthly salary times 4, longevity equivalent pay, transition to Medicare supplement, and "insurance" pay) received by participants in the VBP will not impact the calculation of retirement benefits for those participants who are members of TCRS. State policy allows remaining sick leave to count toward service credit for retirement. Every 20 days of sick leave equals a month of service credit. Years of service also determine the amount of the insurance premium that will be paid by the State until age 65 if insurance is continued after retirement.

ORP Credit

The lump sum payments (service pay, monthly salary times 4, longevity equivalent pay, transition to Medicare supplement, and "insurance" pay) received by participants in the VBP will not impact the calculation of retirement benefits for those participants who are members of the ORP. State policy does not allow unused sick leave to count toward service credit for retirement; however, years of service do determine the amount of the insurance premium that will be paid by the State until age 65 if insurance is continued after retirement.

PAYMENT OF SEVERANCE PAY

The college shall pay severance pay in a lump sum by June 30, 2021. The College shall deduct from severance pay all legally required taxes, other withholding, and any sums owing to the College. Notwithstanding the above, any severance payment will only be paid after the seven-day revocation period for the signed Waiver and Release Agreement has passed. If a Participant who has signed the Waiver and Release Agreement dies before receiving all of the severance pay, the College shall pay the remainder to the deceased employee's designated beneficiary or estate.

FUNDING AND ESTIMATED COST SAVINGS

The VBP will be funded from a special budget initiative from current budgeted reserves. All salary dollars corresponding to the vacated positions will be captured centrally to allow for the replenishment of the College reserves.

VBP ADMINISTRATION

The VBP Administrator is the Executive Director of Human Resources. In making initial determinations, the VBP Administrator shall have the discretionary authority to determine eligibility for severance pay and to construe the terms of the VBP, including the making of factual determinations. The decisions of the VBP Administrator shall be final and conclusive with respect to all questions concerning eligibility and the procedural administration of the VBP within the terms of this document.

The VBP Administrator's address is:
Office of Human Resources
Walters State Community College
500 South Davy Crockett Parkway
Morristown, TN 37813-6899

The VBP Administrator may delegate to other persons responsibilities for performing certain duties of the VBP Administrator under the terms of the VBP and may seek such expert advice as the VBP Administrator deems reasonably necessary with respect to the VBP. The VBP Administrator shall be entitled to rely upon the information and advice furnished by such delegates and experts, unless actually knowing such information and advice to be inaccurate or unlawful.

PAY AND OTHER BENEFITS

Pay and benefits, except severance pay specific to the VBP, payable to a Participant upon voluntary separation from employment with the College shall be paid in accordance with the terms of those established policies, plans, and procedures with two exceptions: for all VBP Participants, including retirees, the payments for any (a) accrued but unused annual leave or (b) accrued salary will be made in a lump sum payment on the Participant's last regular payroll.

RE-EMPLOYMENT RESTRICTIONS

A Participant, for a period of five (5) years from his/her Voluntary Separation Date, may not seek or accept employment in a benefits-eligible position at any State of Tennessee-funded postsecondary institution. Any Participant who accepts a BENEFITS ELIGIBLE POSITION within five (5) years from his/her Voluntary Separation Date with any State of Tennessee-funded postsecondary institution shall immediately refund to the College all compensation received as a part of the VBP.

A Participant, for a period of six (6) months from his/her Voluntary Separation Date, may not seek or accept employment on a part-time basis from Walters State Community College. Exclusions to this restriction may include faculty members, who may return in an adjunct position on an as-needed basis. In the event a position is available to return in a part-time status, part-time wages will be provided according to the institution's part-time hourly rate table.

INFORMATION/QUESTIONS REGARDING THE VBP

For additional information or if you have general questions about the VBP:

- Go to www.ws.edu/human-resources. Click on the Voluntary Buyout Program link on the left-hand side of the page. Here you will find a copy of the VBP Document, answers to frequently asked questions, and a calendar of important VBP dates.
- Email: vbp@ws.edu.
- Call the Office of Human Resources at (423) 585-6845.

You will have the opportunity to schedule a one-on-one session with a representative of the Office of Human Resources to explain the Voluntary Buyout Program and answer questions. In addition, you may visit the link above for additional information.

DISPUTES REGARDING APPLICATION OF THE VBP

If for any reason an employee disputes or disagrees with the application of the VBP with regard to his/her situation, please contact the VBP Administrator in writing at the address set forth in the VBP Administration section. The VBP Administrator will attempt to resolve any disputes. In order to be considered, any dispute or disagreement must be hand delivered or postmarked no later than thirty (30) calendar days from the date of the occurrence of the matter giving rise to dispute or disagreement or within thirty (30) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the matter giving rise to the dispute or disagreement. Written disputes or disagreements sent by facsimile, electronic mail, or campus mail will not be accepted. The College will not be responsible for lost mail.

NO ASSIGNMENT OF VBP PAYMENTS

Under no circumstances may severance pay be subject to anticipation, alienation, pledge, sale, transfer, assignment, garnishment, attachment, execution, encumbrance, levy, lien, or charge, and any attempt to cause any such severance pay to be so subjected shall not be recognized, except to such extent as may be required by law.

CONFIDENTIAL INFORMATION/COOPERATION

Participants must agree to keep and maintain the confidentiality of any and all information that they acquired during their employment with the College that is treated as confidential and non-disclosable under state or federal law. Each Participant shall cooperate with the College and its legal counsel in connection with any current or future investigation or litigation relating to any matter in which the Participant was involved or in which the Participant has knowledge or occurred during the Participant's employment. Such assistance shall include, but not be limited to, depositions and testimony and shall continue until such matters are resolved.

MAXIMUM PAYMENT

The maximum pay available under the VBP is the maximum severance-related payment made available by the College in the event an Eligible Employee's Application for Voluntary Separation from Employment is accepted. To the extent that the State of Tennessee pays to the Participant any disability retirement benefits from the Tennessee Consolidated Retirement System or any temporary total, temporary partial, or similar benefits based on a worker's compensation claim (collectively, "Offset Benefit") the VBP severance pay available will be reported to the State of Tennessee and may be reduced by the amount of such Offset Benefit to the fullest extent permitted by law. The State of Tennessee in its absolute discretion reserves the right to offset any Offset Benefit.

AMENDMENT OF THE VBP

The VBP may be amended in any respect at any time, retroactively or otherwise, by the College at its discretion by means of an authorized written amendment to the VBP approved by the President of the College and the Chancellor of the Tennessee Board of Regents. Notwithstanding the foregoing, no amendment of the VBP may reduce the severance pay previously granted to a Participant under the VBP.

INFORMATION TO BE FURNISHED

Eligible Employees and Participants shall furnish to the VBP Administrator such documents, data, or other information as the VBP Administrator considers necessary or desirable for the purpose of administering the VBP. Severance pay under the VBP for each Eligible Employee or Participant is made on the condition that such person shall furnish full, true, and complete documents, data, or other information, and shall promptly sign any document reasonably related to the administration of the VBP requested by the VBP Administrator.

RECOVERY OF VBP PAYMENTS MADE BY MISTAKE

A Participant shall be required to return to the College any severance pay, or portion thereof, made by mistake of fact or law.

REPRESENTATION CONTRARY TO THE VBP

No employee of the College has the authority to alter, vary, or modify the terms of the VBP, except by means of an authorized written amendment to the VBP approved by the President of the College and the Chancellor of the Tennessee Board of Regents. No verbal or written representations contrary to the terms of the VBP and its written amendments shall be binding upon the VBP, the VBP Administrator, or the College.

NO EMPLOYMENT RIGHTS OR CONTRACT

The VBP shall not confer employment rights upon any person. Nothing contained in the VBP shall be construed as a contract of any kind between the College or any related entity and any person. No person shall be entitled by virtue of the VBP to remain in the employ of the College and nothing in the VBP shall restrict the right of the College to terminate the employment of an Eligible Employee. The College shall not be under any obligation to employ, re-employ, or consider for employment or re-employment any Participant in the VBP.

APPLICABLE LAW

The VBP shall be governed and construed in accordance with the laws of the State of Tennessee, without reference to its conflicts of law provisions.

SEVERABILITY

If any provision of the VBP is found, held, or deemed by a court of competent jurisdiction to be void, unlawful, or unenforceable under any applicable statute or other controlling law, the remainder of the VBP shall continue in full force and effect.

RETURN OF COLLEGE PROPERTY

A Participant shall return all College property (i.e. keys, documents and records, uniforms, identification cards, etc.) to the College on or before his/her Voluntary Separation Date in order for such Participant to

commence receiving severance pay under the VBP.

RECOMMENDATION OF ATTORNEY REVIEW

Eligible Employees are advised to contact their personal attorney at their own expense to discuss the VBP and to review the Waiver and Release Agreement if they so desire.

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The VBP is hereby adopted by the College, effective February 1, 2021, by execution of this VBP by the College.

Tony Miksa, President Walters State Community College	Flora W. Tydings, Chancellor The Tennessee Board of Regents
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Walters State Community College

Voluntary Buyout Program

APPLICATION

I wish to apply for the Voluntary Buyout Program (VBP), and I understand this application must be emailed from my Walters State email address (with verified return receipt), hand delivered, or mailed via regular or express mail, or private courier, and **received** by the VBP Administrator at the address below by 4:30 p.m. Eastern Time, March 22, 2021. I also understand that I may revoke my signed application by notifying the VBP Administrator in writing between the dates of March 23-30, 2021. The revocation letter must be delivered by 4:30 p.m. Eastern Time on or before March 30, 2021. I acknowledge that if I revoke my application, I shall not be entitled to any severance pay.

I acknowledge and agree that I understand the terms and conditions of the VBP and that my decision to apply is voluntary. I further acknowledge that in order to obtain severance pay, I must submit a signed Waiver and Release Agreement to the Office of Human Resources on my Voluntary Separation Date.

In the event my application is approved and I sign and submit the Waiver and Release Agreement timely, I will be entitled to severance pay under the VBP. I understand that if I am eligible for retirement benefits under the State's retirement plan and elect to voluntarily terminate before my application is approved, my employment will be terminated even if my application is denied. I understand that instead of voluntarily terminating before my application is considered, I may wait until a decision is made on my application. I also understand that if I am retirement-eligible and opt for a Voluntary Separation Date before May 31, 2021, I must submit a signed Waiver and Release Agreement by the latter of my Voluntary Separation Date or May 31, 2021, in order to obtain pay. If I do not sign the Waiver and Release Agreement or if I revoke my signed Waiver and Release Agreement, I acknowledge that my employment will be terminated on my Voluntary Separation Date, and I will not be entitled to any severance pay, under the VBP. However, I understand that I may still be entitled to retirement benefits.

I also understand that if I apply for the VBP and am accepted and I do not sign and return the Waiver and Release Agreement, then I will not be entitled to VBP severance pay and my employment will be terminated as of my Voluntary Separation Date. Further, I understand that if I do sign and return the Waiver and Release Agreement and then revoke it, I will not be entitled to VBP severance pay. Additionally, my employment will be terminated as of my Voluntary Separation Date. In other words, if I apply for VBP benefits, do not timely revoke my application, and am accepted, my employment will be terminated on my Voluntary Separation Date even if the Waiver and Release Agreement is not signed and dated or is revoked.

Print Employee Name

Employee Email Address

Employee Daytime Phone Number /

Cell Number

Employee Signature

Date

Submit the completed application to the following address. Applications received by facsimile or campus mail will not be accepted.

VBP Administrator

Walters State Community College

500 S. Davy Crockett Pkwy. Morristown, TN 37813-6899

Received by:

Human Resources Representative Signature

Date and Time

Email Receipt Acknowledged by:

Human Resources Representative Electronic Signature

Date and Time

(Copy of this Application to be provided to Employee upon submission to the Office of Human Resources.)

WALTERS STATE COMMUNITY COLLEGE BUYOUT PROGRAM
WAIVER AND GENERAL RELEASE AGREEMENT

1. Separation of Employment: I understand that my last day of employment (Voluntary Separation Date) shall be May 31, 2021. I acknowledge and agree that I have decided to voluntarily separate my employment with Walters State Community College (hereinafter the "College"), having made that decision myself of my own free will, and after having had a reasonable period of time to make that decision and consider the consequences thereof, including but not limited to those set forth below.
2. General Release. In consideration for the separation pay to be provided to me under the terms of WALTERS STATE COMMUNITY COLLEGE VOLUNTARY BUYOUT PROGRAM ('VBP'), I, on behalf of myself and my heirs, executors, administrator, attorneys and assigns, hereby waive, release and forever discharge Walters State Community College, its entities, including but not limited to departments, boards, divisions, affiliates, directors, attorneys, employees, employee benefits plans, insurers, assignees, fiduciaries, administrators, trustees, and legal representatives, both past and present from any and all known or unknown actions, causes of action, claims or liabilities of any kind which have been or could be asserted against the State or College arising out of or related to my employment with and/or separation from employment with the College and/or any other occurrence up to and including the date on which I sign this Agreement, including but not limited to:
 - (a) any and all claims, actions, causes of action or liabilities arising under the Constitution of the United States of America, the Constitution of the State of Tennessee, the Reconstruction Era Civil Rights Act (42 U.S.C. §§ 1981-1988), Title VII of the Civil Rights Act, as amended, the Age Discrimination in Employment Act, as amended (' ADEA'), the Rehabilitation Act, as amended, the American's with Disabilities Act, as amended, the Family and Medical Leave Act, the National Labor Relations Act, as amended, the Worker Adjustment and Retraining Notification Act, and/or any other federal, state, municipal, or local employment-related statutes or ordinances (including, but not limited to, discrimination claims based on age, sex, attainment or benefits plan rights, race, ethnicity, religion, national origin, marital status, sexual orientation, ancestry, harassment, parental status, handicap, disability, retaliation, and veteran status); and/or
 - (b) claims, actions, causes of action or liabilities arising under any other federal, state, municipal or local statute, law, ordinance or regulation, including but not limited to Title 8 of the Tennessee Code, the Tennessee Human Rights Act, as amended (Tenn. Code Ann. § 4-21-401 et seq.), and the Tennessee Family Leave Act (Tenn. Code Ann. § 4-21-408); and/or
 - (c) any claim that I might have for unemployment compensation through the Tennessee Department of Labor and Workforce Development arising out of my separation from College employment; and/or
 - (d) any other claim or grievance whatsoever, including but not limited to claims for severance pay, claims based upon breach of contract, claims for attorney's fees, wrongful termination, promissory estoppels, defamation, intentional infliction of emotional distress, tort, personal injury, invasion of privacy, violation of public policy, negligence and/or any other common law, statutory or other claim or grievance whatsoever arising out of or relating to my employment with and/or separation from employment with the College.

Notwithstanding the above General Release of all claims, I am *not* waiving or releasing: (i) claims for workers' compensation; (ii) claims for medical conditions caused by exposure to hazards during my employment of which I was not aware before or at the time I signed this Agreement; (iii) claims arising after the date on which I sign this Agreement; (iv) claims for vested or accrued benefits under a State employee benefit plan; or (v) my rights to file a charge with the U.S. Equal Employment Opportunity Commission ("EEOC") or any other federal or state fair employment practices agency and to participate in an agency investigation. I am, however, waiving all rights to recover money or other individual relief in connection with any charge filed by myself, EEOC, or any other person or entity.

3. RELEASE OF ALL CLAIMS. I UNDERSTAND AND AGREE THAT, OTHER THAN THE EXEMPTED CLAIMS AND CLAIMS THAT CANNOT BE WAIVED BY LAW, I AM WAIVING AND RELEASING ANY AND ALL CLAIMS AGAINST THE COLLEGE, INCLUDING BUT NOT LIMITED TO CLAIMS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, UP TO THE DATE OF THIS AGREEMENT, IN EXCHANGE FOR CONSIDERATION TO WHICH I AM NOT OTHERWISE ENTITLED.
4. Consideration. I specifically acknowledge and agree that the amount payable to me under the VBP exceed any amounts otherwise due to me upon my voluntary separation from employment with the College. I also acknowledge that the lump sum payments (service pay, longevity equivalent pay, and "insurance" pay.) received by participants in the VBP will not impact the calculation of retirement benefits for those participants who are members of TCRS.

5. Re-employment Restrictions. I also agree, for a period of five (5) years from my Voluntary Separation Date (VSD), not to seek or accept employment in a benefits eligible position at any State of Tennessee-funded post-secondary institution, and further agree that the college is under no obligation to employ or re-employ me or to consider me for employment or re-employment during that period. I agree that if I accept employment in a benefit eligible position at any State of Tennessee-funded postsecondary institution within five (5) years of my VSD, I will refund any compensation received as part of the VBP to the College immediately.
6. Time Period and Other Information. I acknowledge that I have been given at least forty-five (45) days to consider this Agreement before signing.

I further acknowledge that I have been advised in writing by this Agreement to consult with an attorney before signing this Agreement, to help ensure that I fully understand the significance of all terms and conditions of this Agreement.

7. Return of College Property. On or before my Voluntary Separation Date, I must complete the normal checkout procedures and return all College property in my possession or control, whether at work or elsewhere, including but not limited to keys, uniforms, laptop computer, identification badge, credit cards, parking tag, College documents or recordings, and any other property of Walters State Community College.
8. Employee Acknowledgments. I also acknowledge and agree that I: (i) have been paid for all hours worked, including overtime, up through the last pay period for which I was paid before signing this Agreement; and (ii) have not suffered any on-the-job injury for which I have not already filed a claim.
9. Non-Disclosure. I agree to keep and maintain the confidentiality of any and all information that I acquired during my employment with the College that is treated as confidential and non-disclosable under state or federal law.
10. Cooperation with Counsel. I agree to cooperate with the College and its legal counsel in connection with any current or future investigation or litigation relating to any matter in which I was involved or in which I have knowledge, or occurred during my employment with the college. Such assistance shall include, but not be limited to depositions and testimony, and shall continue until such matters are resolved. However, nothing in this section is intended to waive or limit rights that are excluded from the General Release.
11. Enforceability. If any provision of the Agreement is deemed invalid or unenforceable for any reason by a court or other tribunal of competent jurisdiction, it shall not be stricken in its entirety or held void or unenforceable, but rather shall be deemed modified to make it enforceable to the maximum extent legally permissible, and the Agreement's remaining provisions shall continue in full force and effect.
12. Revocation. I understand that I may revoke this Agreement within seven calendar (7) days after signing and that any revocation must be made in writing and received within those seven (7) calendar days either hand-delivered or mailed via regular or express mail or private courier to the VBP Administrator, in the Human Resources Office, Walters State Community College, 500 S. Davy Crockett Parkway, Morristown, TN 37813-6899. I further understand that if I revoke this Agreement, then: (i) I shall not receive the VBP Benefits, and (ii) I shall nonetheless separate from employment with Walters State Community College as of my Voluntary Separation Date.
13. Final Acknowledgements. I further acknowledge and agree that: (i) I have carefully read and fully understand this Agreement in its entirety; (ii) I have been advised to consult an attorney before signing this Agreement and have had sufficient opportunity to do so; (iii) no other promises or inducements have been made to induce me to enter into this Agreement; (iv) this Agreement, including the terms of the VBP, is the entire agreement regarding the terms of my separation from employment with the State; and (v) no other promises or agreements shall be binding unless reduced to writing and signed by the parties. I also acknowledge and agree that I have knowingly and voluntarily entered into this Agreement by signing below.

Name - Please Print

Signature

Date

Decimal Equivalents for Partial Years of Service	
1 month	.083
2 months	.167
3 months	.25
4 months	.33
5 months	.417
6 months	.50
7 months	.583
8 months	.67
9 months	.75
10 months	.833
11 months	.917



To: Tony Miksa, President
Flora Tydings, Chancellor

From: Mark Hurst, Vice President for Business & Finance

Date: March 19, 2021

Re: WSCC Voluntary Buyout Plan - Change Request

Walters State is currently offering a Board of Regent approved Voluntary Buyout to our employees. After receiving feedback from College employees and reviewing other approved Voluntary Buyout plans across the state, Walters State would like to edit our current plan. On page 8 of the plan, under Re-Employment Restrictions, the College is requesting the following edits.

A Participant, for a period of five (5) years from his/her Voluntary Separation Date, may not seek or accept employment in a benefits-eligible position at ~~any State of Tennessee funded postsecondary institution~~ Walters State Community College. Any Participant who accepts a BENEFITS ELIGIBLE POSITION within five (5) years from his/her Voluntary Separation Date with ~~any State of Tennessee funded postsecondary institution~~ Walters State Community College shall immediately refund to the College all compensation received as a part of the VBP.

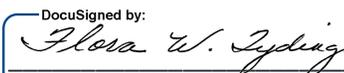
A Participant, for a period of six (6) months from his/her Voluntary Separation Date, may not seek or accept employment on a part-time basis from Walters State Community College. Exclusions to this restriction may include faculty members, who may return in an adjunct position on an as-needed basis. In the event a position is available to return in a part-time status, part-time wages will be provided according to the institution’s part-time hourly rate table.

Page 10 of the Voluntary Buyout plan allows for the amendment of the plan at any time, retroactively, or otherwise if approved by the President of the College and the Chancellor.

Thank you for your consideration of this request.

II

Approved:  3/19/2021
Tony Miksa, President

Approved:  2021-03-20 | 7:17 AM CDT

Flora Tydings, Chancellor