

# MEMORANDUM OF UNDERSTANDING

Between

Seattle Community College District VI

&

American Federation of Teachers Seattle Community Colleges, Local 1789

## **Voluntary Faculty Separation Incentive**

This Memorandum of Understanding (this “MOU”) is by and between the Board of Trustees of Seattle Colleges, State of Washington Community College District VI, (the “District”) and the American Federation of Teachers, Seattle Community Colleges, Local 1789, American Federation of Teachers Washington, AFL/CIO (the “AFT”) and outlines the agreed upon procedure for a Voluntary Faculty Separation Incentive (this “VFSI”) for full-time faculty members for the 2019 – 21 biennium.

This MOU supersedes any previous memorandum of understanding regarding voluntary separation incentives.

The District supports the concept of a high ratio of full time faculty to provide a stable cadre of professional employees. The District will endeavor to replace the same number of full time positions vacated as a result of the voluntary separation incentive program as soon as possible or financially feasible. The District and AFT will include discussion of this in their quarterly budget meeting (*see* Article 12) and/or Agreement Management. The provisions of Article 6.5.a.6 remain in effect.

This MOU is separate from and in addition to any retirement plans in which the faculty member may be participating. Employees who participate in program outlined in this MOU will voluntarily sign an agreement which provides for separation from the employee’s employment relationship with the District and a general release of claims that the employee has or may have relating to that employment relationship.

The Voluntary Separation Incentive plan is based on the following considerations.

### *Purpose*

This VFSI is a management tool and is not an employee right or benefit. No employee will have a contractual right to a financial incentive offered through this program.

Acceptance of an incentive offer is strictly voluntary. Incentive options shall not be targeted on the basis of individual or personal factors.

### *Eligibility:*

This VFSI is open to all full-time faculty employed by the District who have at least ten (10) years of full-time service with the District.

This VFSI is intended only for state-funded, full-time faculty. All final eligibility decisions will be made by the District.

This VFSI is not available to otherwise available employees who:

- a. are receiving a pension benefit under a state pension plan administered by the Department of Retirement Systems;
- b. have already tendered a notice of resignation to the District or made a retirement announcement; OR
- c. are subject to a pending disciplinary action with the potential for involuntary termination, including matters under appeal.

#### *Incentive Amount*

Faculty who separate their employment from the District under his VFSI will receive an incentive payment equal to 50% of their base salary for the 2020-2021 regular academic year.

#### *Program Availability & Timeline*

The District will accept notices of interest to participate in this VFSI from August 4 until September 18, 2020. Employees electing to participate in this VFSI will separate their employment with an effective date no later than September 18, 2020.

#### *Payout*

Payout will be in the form of a lump sum payment less required withholding.

Unused leave accruals (e.g. sick leave) will also be paid out in a manner consistent with the generally applicable District policies and SCD/AFT bargaining agreement provisions, less required withholding.

Any payments made under this MOU will not include retirement plan contributions nor will the payment amount otherwise be considered income for retirement (average final compensation) purposes.

Payments will be made within thirty days of the employee's last day of employment.

#### *Acceptance*

Full-time faculty will accept this offer by submitting a signed notice of intent to participate in the program, on an agreed upon form, no later than September 18, 2020, with an effective date for their separation no later than September 18, 2020.

Acceptance of the District's offer by the employee as part of this VFSI must include signing a tenure buyout agreement and delivering it to the District no later than the effective date of the employee's separation. If signed tenure buyout agreement is not returned to the District by the deadline, the District's offer to participate in this VFSI will be withdrawn and the employee's separation rescinded.

*Unemployment*

Employees who accept a voluntary employment separation incentive option will be ineligible for unemployment compensation.

*Retirement*

Faculty retiring in 2020-2021 after accepting a voluntary separation incentive offer will be bound by the terms of the collective bargaining agreement regarding a VEBA (e.g. Article 5.3)

Eligible retirees may obtain medical care coverage through the Health Care Authority; rates vary by plan. Eligible retirees must submit an election form to the Health Care Authority within 60 days after their employer paid or continuous COBRA coverage ends to obtain retiree medical care coverage.

*Repayment & Return to Service*

Faculty members who accept a separation incentive who return to teaching will be paid from the part-time faculty pay schedule and will be classified as part-time in accordance with the Agreement. Faculty members who accept a separation incentive will not be limited to teaching one course per quarter, however such employment will be solely at the discretion of management.

*Notices to the Union*

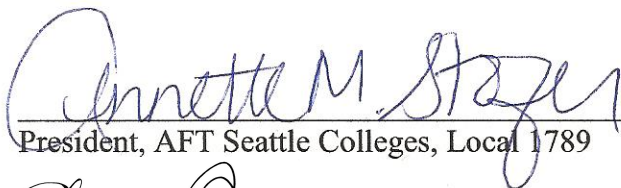
No later than seven (7) calendar days from the deadline for the District to make formal offers to individual employees regarding their participation in this VSI, the District will provide the union with a list of the names, titles, and college (or District office) of its members to whom formal offers have been made.

*Effect of this MOU*

The District and AFT Seattle agree this Memorandum of Understanding is for the contract(s) in effect through the Fall 2020 academic quarter and does not establish precedent beyond the content and implementation of this agreement.

*MOU Acceptance*

The parties, by their signatures below, accept and agree to the terms and conditions of this agreement.

  
\_\_\_\_\_  
President, AFT Seattle Colleges, Local 1789

July 31, 2020  
Date

  
\_\_\_\_\_  
Chancellor, Seattle Colleges District VI

July 31, 2020  
\_\_\_\_\_  
Date