VOLUNTARY SEPARATION INCENTIVE AGREEMENT
FOR TENURED FACULTY MEMBER

The parties to this Agreement, the State of Colorado by and through the Board of Trustees for Western State College of Colorado for the use and benefit of Western State College of Colorado (hereinafter "Employer") and **XXX** (hereinafter "Employee"), enter into this Voluntary Separation Incentive Agreement for Tenured Faculty Member (hereinafter "Agreement"), under the following terms, conditions and circumstances.

RECITALS

Employer has established a voluntary separation incentive plan in anticipation of lack of funds pursuant to the State Controller's Office Fiscal Rule 2-8, Exception 03; and

This Agreement is consistent with Employer's voluntary separation incentive plan; and

The State Controller and the Governor, through their delegates, have approved Employer's separation incentive plan; and

Employee desires to resign from employment with Employer, and in connection therewith, Employee desires to waive, release and discharge tenure, retention, reemployment and other rights and claims, as specified below, in exchange for the payment of money by the Employer; and

The amount paid to Employee in exchange for such waiver is within the parameters established by Employer's voluntary separation incentive plan.

THEREFORE, the parties agree to the following.

1. Both Employer and Employee agree that it is in their mutual best interests to enter into this Agreement, which provides a financial incentive settlement ("Settlement") to Employee for voluntarily waiving all tenure, retention and reemployment rights and potential claims.

2. Employee is a tenured faculty member of an educational institution and is exempt from the State Personnel System pursuant to Article XII, § 13 of the Colorado Constitution.

3. Employee hereby voluntarily waives tenure, retention and reemployment rights and voluntarily resigns his/her employment with Employer.

4. The resignation shall take effect from and after **XXX**, the date of the Employee's last day of work.

5. Employer shall pay to Employee the total Settlement of **$XXX**, a benefit to which Employee is not otherwise entitled, in exchange for his/her waiver of tenure, retention, reemployment and other rights as specified below, and potential claims. No payment shall be made until after the last day of work and in compliance with other provisions of this Agreement. The total Settlement was calculated as follows:

> **$1,000 x ____ Years of Service at Employer = $XXX**
> **Employee receives one lump sum incentive payment. Additionally, employee is eligible for a health insurance subsidy, as described in the plan, upon enrollment in insurance coverage.**

6. The parties agree that it is the responsibility of Employee to pay when due all applicable taxes on the entire Settlement received under this Agreement.

7. Employee acknowledges that Employer shall withhold taxes and other deductions required by law or authorized by Employee prior to payment of the Settlement.

8. By accepting this offer of a cash settlement Employee voluntarily waives any and all rights that Employee many have to tenure, retention, and reemployment or other federal and state employment rights, at law or at equity, and releases and forever discharges Employer, the State of Colorado, and their officers, agents, employees, representatives, successors and assigns 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 them arising out of or related to Employee's employment with and/or separation from employment with Employer, including but not limited to rights or claims arising under the Age Discrimination in Employment Act, (hereafter "ADEA"), 29 U.S.C. § 621, et seq., and the Colorado Anti-Discrimination Act of 1957, § 24-34-301, et seq., C.R.S., except those rights in the nature of benefits otherwise payable pursuant to law following separation from service and those rights that may not be disclaimed by law.

9. Notwithstanding the above General Release of all claims, the Employee is **not** waiving or releasing claims arising after the date Employee signs this Agreement and Employee is **not** waiving his/her rights to file a charge with the U.S. Equal Employment Opportunity Commission ("EEOC") or any other federal or state fair employment practices agency or to participate in an agency investigation. Employee agrees to waive and release all rights to recover money damages or other individual relief in connection with any charge filed by Employee, EEOC, or any other person or entity against the Employer.

10. Without limiting the force and effect of the foregoing statements, Employee acknowledges that by accepting the payment described in this agreement, he/she waives any and all rights of appeal relating to Employee's separation from employment with Employer.

11. Employee acknowledges that he/she has received notice, pursuant to 29 CFR 1625.22, of the ages and job titles of each person eligible or selected to participate in this voluntary separation incentive program. See Exhibit 1.

12. Employee acknowledges that he/she has a period of at least 45 days within which to consider this Agreement and Employee understands that he/she has seven (7) days following his/her execution of this Agreement to revoke this Agreement. Employee understands that this Agreement is not effective or enforceable until after the seven (7) day period. To revoke this Agreement, Employee must advise Employer by delivering a written notice of revocation to Employer's Human Resources office no later than 5:00 p.m. on the seventh (7th) calendar day after Employee signs this Agreement. If the Human Resources office is closed on the seventh (7th) calendar day, Employee shall have until the next day that the Human Resources Office is open for business to deliver written notice. Such revocation shall terminate this Agreement and shall render all provisions of this Agreement ineffective and unenforceable. If Employee revokes this Agreement, Employee must reimburse to Employer any monetary amounts received in consideration for entering into this Agreement.

13. Employee acknowledges that he/she has been advised in writing by this Agreement to consult with an attorney prior to signing this Agreement and has had sufficient opportunity to do so. The parties expressly acknowledge that they enter into this Agreement knowingly and voluntarily, without coercion or undue influence, and without consideration other than the cash settlement payable and future employee health and dental insurance benefits payable under the Agreement. This Agreement is for the mutual benefit of both parties after negotiations between them and shall not be construed against either party on the basis of which party drafted it. Employee specifically acknowledges that the separation is voluntary and not coerced or obtained through means other than the terms of this Agreement.

14. If any provision of this 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.

15. Employee further acknowledges and agrees that: (a) Employee has carefully read and fully understands this Agreement in its entirety; (b) no other promises or inducements have been made to induce Employee to enter into this Agreement; (c) this Agreement, including the terms of the Voluntary Separation Incentive Plan, is the entire agreement regarding the terms of Employee's separation from employment with Employer; and (d) no other promises or agreements shall be binding unless reduced to writing and signed by the parties. No subsequent addition, deletion, or other amendment, except as mutually agreed to in writing by both parties, shall have any force or effect.

16. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference, which conflicts with said laws, rules, and regulations shall be null and void.

17. This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

18. Subject to § 24-30-202(4)(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS § 39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

19. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement below.

FOR EMPLOYEE

_____
XXX

_____
Date

FOR EMPLOYER

_____
Dr. Jay Helman
President Western State College of Colorado

_____
Date

FOR THE ATTORNEY GENERAL

_____
By

_____
Date

FOR THE STATE CONTROLLER

_____
By

_____
Date

EXHIBIT 1

1. Job titles and ages of all individuals eligible for the tenured faculty plan

Professor	50
Professor	52
Associate Professor	52
Professor	54
Professor	54
Professor	55
Professor	55
Professor	55
Professor	58
Professor	58
Professor	58
Professor	58
Professor	59
Professor	61
Professor	63
Professor	65
Professor	66
Professor	69
Professor	72

2. Ages of all individuals in tenured faculty positions who are not eligible for the plan

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