

**SALT LAKE COMMUNITY COLLEGE  
RETIREMENT INCENTIVE PROGRAM APPLICATION  
AND AGREEMENT**



This Agreement between Salt Lake Community College (herein "College") and \_\_\_\_\_  
\_\_\_\_\_ S# \_\_\_\_\_  
(herein "Employee") embodies the terms and conditions upon which Employee shall begin the Retirement Incentive Program of Salt Lake Community College.

**SECTION I: MUTUAL UNDERSTANDINGS**

There are several relationships and situations which presently exist, which both parties understand, and which form the basis for this Agreement. These understandings include the following:

- A. Employee is currently employed by the College in good standing and has the right to continued employment under the policies of the College.
- B. The College does not have in place any policy or practice requiring the Employee to terminate this employment relationship or in any way diminish the terms and conditions of employment.
- C. At present the College has in effect a voluntary Retirement Incentive Program. Employees meeting certain standards may voluntarily elect to terminate the employment relationship and receive special consideration as part of the incentive for the employee to leave their employment. **This is a one-time window and there are no plans for future offerings.**
- D. The terms and conditions of employment, termination of employment, and retirement are regulated by the Age Discrimination in Employment Act of 1967 (29 U.S.C. S621, et.seq.) as amended by the Older Workers Benefit Protection Act (Public Law 101-433 --October 15, 1990).
- E. This program does not eliminate the College's Early Retirement Program. The Retirement Incentive Program may be used in conjunction with the Early Retirement Program for those who are eligible for early retirement under that separate program.
- F. An application for the Retirement Incentive Program must be received **no later than Friday, January 20, 2023, by 4:30 p.m.** at the Benefits Office AAB201. Only employees who are actively at work on December 1, 2022, are eligible to apply. There will be no extension of the deadline or acceptance of late applications. An application may be picked up at the Benefits Office or on-line.
- G. An eligible employee who has been approved for the Retirement Incentive Program **must agree to an effective date between December 31, 2022 and June 30, 2023.**
- H. The retirement incentive payment will be included with the employee's final check.
- I. Employee agrees to a break in service of at least six (6) months before returning to employment in any capacity with the college.

## SECTION II: ELIGIBILITY REQUIREMENTS

All full-time regular employees of the College who will be age 55 by their separation or retirement date are eligible to apply for this retirement incentive program. Applications from employees in soft funded positions, which are restricted, may not be able to be approved. Employees currently on temporary assignments are not eligible.

## SECTION III: INCENTIVE PAYMENT CALCULATION AND BENEFITS

The program provides for a one-time incentive payment of one week of salary for each year of full-time service to the College up to a maximum of 26 weeks or \$15,000 whichever is greater. Employees will also receive one qualifying week of medical, dental, and vision insurance for each year of full-time service to the College up to a maximum of 26 weeks. Employees with less than four years of service will be granted a minimum of four weeks of insurance coverage. Incentive payment is calculated by taking an employee's base salary (9-month base salary for full-time faculty) dividing the salary by 52 weeks and multiplying that number by the number of eligible years.

### Example

\$50,000 Salary / 52 weeks \* 20 years = \$19,230 in one time payout.

\*Note on service. Service greater than .5 of a year will be rounded up, and less than .5 will be rounded down. Employees who received the incentive payment offered in 2002, 2009, 2013 or 2017 will have those years of service deducted from the calculation.

\*Note on Medical, Dental, and Vision. Employees will be required to pay the employee's share of the premiums as outlined in the Early Retirement Policy and Procedure. Benefits under this incentive will begin at the same time and run concurrently with the College's early retirement program, as applicable with the exception of coverage termination at age 65. Under this special retirement incentive program, coverage for individuals will be offered for the full number of qualifying weeks.

\*Note on COBRA. For employees not eligible for benefits under the College's early retirement program, benefits under this incentive will begin at the same time and run concurrently with COBRA. Under this special retirement incentive program, future Medicare entitlement will not cause termination of COBRA coverage until the end of the full number of qualifying weeks. Employees and dependents that are eligible for Medicare will need to enroll in Medicare to avoid penalties.

\*Note on withholding. Incentive payments are subject to FICA and Federal and State Income taxes.

## SECTION IV: COMPLETE RELEASE

Employee states clearly and without any reservation that his/her entering into this Retirement Incentive Agreement is done voluntarily and for the purpose of taking advantage of the Retirement Incentive Program offered by the College.

Employee further acknowledges that no person, organization, employee, officer, or agent of the College has suggested or otherwise attempted to cause, force, or coerce the Employee to involuntarily take advantage of the Retirement Incentive Program and to terminate the Employee's employment with the College.

Employee agrees to release the College and the employees and trustees from all claims or demands Employee may have based on Employee's employment with the College or the termination of that employment. This includes, but is not limited to, a release of any right or claims Employee may have under the Age Discrimination in Employment Act, or The Older Workers Benefit Protection Act, both of which prohibit age discrimination in employment; Title VII of the Civil Rights Act of 1964, which prohibits discrimination in employment based on race, color, national origin, religion or sex; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; or any other federal, state or local laws or regulations prohibiting employment discrimination. This also includes a release by Employee of any claims for wrongful discharge. This release covers both claims that Employee knows about and those he/she may not know about. If an interpretation by the EEOC (Equal Employment Opportunity Commission) or a court of law determines, subsequent to the effective date of this Agreement, that the Employee had or may have had (prior to the date of this agreement) rights greater or different than those provided through the employment relationship or this retirement incentive agreement such claims are forever waived by the Employee.

This release does not include, however, a release of Employee's right, if any, to pension, retiree health or similar benefits under the College's standard retirement program.

#### **SECTION V: NO FUTURE LAWSUITS**

Employee agrees to not file a lawsuit asserting any claims that are released in Section IV and waives any cause of action or claim for liability, if any, which are not expressly reserved. By making this Agreement, the College does not admit that it has done anything wrong and does not admit any liability for claims not expressed in this Agreement.

#### **SECTION VI: NON-RELEASE OF FUTURE CLAIMS**

This Agreement does not waive or release any rights or claims that Employee may have which arise after the date the Employee signs this Agreement.

#### **SECTION VII: CONSEQUENCES OF EMPLOYEE VIOLATION OF PROMISES**

If Employee breaks Employee's agreement in Section V of this Agreement and files a lawsuit based on legal claims that Employee has released, Employee will pay for all costs incurred by the College or the trustees or employees of the College, including reasonable attorneys' fees, in defending against the Employee's claim, and Employee further agrees to indemnify the College against any liability arising out of any such claim.

#### **SECTION VIII: PERIOD FOR REVIEW AND CONSIDERATION OF AGREEMENT**

Employee understands that Employee has been given a period of 21 days to review and consider this Agreement before signing it. Employee further understands that Employee may use as much of this 21-day period as Employee wishes prior to signing.

#### **SECTION IX: ENCOURAGEMENT TO CONSULT WITH ATTORNEY**

Employee is strongly encouraged to consult with an attorney, financial advisors, tax advisors, retirement companies, insurance carriers, and other governmental agencies, etc. before signing this Agreement. Employee understands that whether or not to do so is Employee's decision.

**SECTION X: EMPLOYEE'S RIGHT TO REVOKE AGREEMENT**

Employee may revoke this Agreement within seven (7) business days of Employee's signing it. Revocation can be made by delivering a written notice of revocation to the Director of Benefits. For this revocation to be effective, written notice must be received by the Director of Benefits no later than the close of business on the seventh business day after Employee signs this Agreement. If Employee revokes this Agreement, it shall not be effective or enforceable and Employee will not receive the benefits described herein.

**SECTION XI: EFFECTIVE DATE AND CALCULATIONS**

- A. Proposed effective date of agreement \_\_\_\_\_
- B. Eligible years of full-time service as of date of agreement \_\_\_\_\_
- C. Calculation of one-time incentive payment:

Salary	\$
Divided by	52
Times by years of full-time service	
Total	\$
Is total more than \$15,000	
<b>Incentive Amount</b>	

- D. Weeks of medical, dental and vision insurance coverage \_\_\_\_\_  
 Coverage start date \_\_\_\_\_ Coverage end date \_\_\_\_\_

**SECTION XII: GOVERNING LAW**

Any disputes concerning this Agreement will be governed by the laws of the State of Utah and of the United States and will be heard in the courts in the State of Utah.

**SECTION XIII: ENTIRE AGREEMENT**

This is the entire Agreement between Employee and College. The College has made no promises to Employee other than those in this Agreement.

**SECTION XIV: RECEIPT OF AGREEMENT**

EMPLOYEE ACKNOWLEDGES RECEIPT OF THIS AGREEMENT ON

December 1, 2022

SIGNATURE \_\_\_\_\_

**SECTION XV: SIGNATURES AND APPROVALS**

**EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT,  
UNDERSTANDS IT AND IS VOLUNTARILY ENTERING INTO IT.**

**PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A RELEASE OF ALL  
KNOWN AND UNKNOWN CLAIMS.**

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

College Approvals:

\_\_\_\_\_  
AVP, People and Workplace Culture

Date \_\_\_\_\_

\_\_\_\_\_  
President

Date \_\_\_\_\_