

**PRAIRIE VIEW A&M UNIVERSITY  
VOLUNTARY SEPARATION PROGRAM  
FOR TENURED FACULTY**

Prairie View A&M University (University) is extending a voluntary separation program where the University offers to “buy-out” the tenure rights of eligible faculty.

**PROGRAM HIGHLIGHTS**

The program will pay a one-time \$50,000 in exchange for a voluntary separation of employment effective no later than August 31, 2017. Tenured faculty who voluntarily choose to participate in this program will not only be agreeing to leave the University, but will also forfeit their tenure rights. There is no guarantee of reemployment following participation in this program and/or if reemployed, at what rate the faculty member will be compensated.

**PROGRAM PURPOSE**

Prairie View A&M University (“University”) has adopted a Voluntary Separation Program (VSP) for tenured faculty, effective February 18, 2016 and reissued October 19, 2016. The VSP as described in this document provides tenured faculty members who meet the eligibility requirements the opportunity to voluntarily terminate employment with PVAMU for financial consideration. The VSP will also assist the University in responding to any future budgetary challenges and may provide the Office for Academic Affairs with funds that can be reallocated to support the University’s commitment to excellence and growth in teaching, research, and service.

**PROGRAM DESCRIPTION**

The opportunity for tenured faculty members to apply for the Voluntary Separation Program (VSP) is limited. In order to participate in the program, eligible faculty must sign and submit a Voluntary Separation Agreement to their respective Dean by 5:00 p.m., Friday, December 2, 2016. The application period begins on October 19, 2016, at 8 a.m. and ends December 2, 2016 at 5 p.m. The application period may be extended as determined necessary by the President. An applicant whose request to participate in the program is approved is required to relinquish any and all rights to continued employment at the University, including tenure, and must separate from the University no later than August 31, 2016.

Approved faculty members will be required to sign the attached “Voluntary Separation Agreement and Release of Claims” (“Separation Agreement”). Each faculty member who separates from the University in accordance with the VSP will receive a one-time lump-sum payment of \$50,000. All federal and state taxes and other deductions will be withheld as required by law. Faculty may withdraw the signed agreement in writing to the College Dean any time before the latter of 5:00 p.m. on December 2, 2016, or seven (7) calendar days after submitting the signed Voluntary Separation Agreement.

## **THE PROGRAM IS VOLUNTARY**

Submitting an application for the VSP is on a voluntary basis for all eligible faculty members. You are encouraged to consider the program; however, it is not required that you apply to the VSP.

## **ELIGIBILITY**

Tenured faculty will be eligible for the program if their PVAMU years of service plus age equals 80 or greater by August 31, 2017. This program is not an entitlement. Tenured faculty members do not need to “retire” in order to participate in the program.

Even if the faculty member meets the eligibility requirements, he or she is disqualified from participation in the VSP if the faculty member is the subject of a pending University disciplinary action, including but not limited to a pending action to terminate employment.

If you are uncertain whether you meet the eligibility requirements you may contact the Dean of your College with your questions. If the faculty member’s separation date is also a retirement, the faculty member should consult with the University’s Office of Human Resources.

## **VSP APPLICATION PROCEDURE**

The application period for the VSP begins on October 19, 2016 at 8 a.m. and ends on December 2, 2016, at 5 p.m. To apply for the VSP, you must complete, sign and submit the attached application form and separation agreement to your College Dean. Your package will only be considered if you have submitted to your College Dean a completed application form, signed and dated by you, during the application period.

An attempt will be made to honor your requested date of separation; however, in limited circumstances, the date may have to be modified in order to accommodate your department’s needs. The date you separate from employment with the University is your voluntary separation date.

If you complete and submit the application form, you are indicating that you desire to voluntarily separate employment with the University in exchange for the VSP payment. While it is the intention of the University to allow as many eligible faculty members to participate in the VSP as possible, the University has a limited amount of funding for this program.

You may withdraw your application form at any time before you submit the executed Separation Agreement. To withdraw your application, you must **personally** submit in person to your College Dean a signed and dated statement indicating that you are withdrawing your application. A withdrawal sent by facsimile or certified mail will be accepted.

## **APPROVAL OF VSP APPLICATIONS**

The Dean of the faculty member's College shall review all applications from faculty within their College and submit recommendations to the Provost to approve or deny the applications. The Provost shall review the recommendation of the College Dean to ensure the applicant meets all the eligibility requirements. The Provost will confer with the President and CEO to determine final decision. This decision shall be final and conclusive, and shall be communicated to the faculty member in writing.

Applicants will be notified in writing whether or not their application has been approved no later than January 1, 2017. All approved faculty members must execute the Separation Agreement and submit it to their College Dean within five (5) days of receipt of the University's written notice of approval, or they are no longer eligible to participate in the program.

## **VSP PAYMENT**

Each eligible faculty member who has been approved and does not revoke the Separation Agreement will receive a one-time lump-sum payment of \$50,000.

The payment will be made within forty-five (45) days of the faculty member's voluntary separation date, in the same manner as the last regular paycheck received by the faculty member (e.g. via electronic funds transfer/direct deposit). All federal and state taxes and other deductions will be withheld as required by law. The VSP payment does not count as "earnings" for retirement purposes and is, therefore, not eligible for TRS or ORP contributions.

## **INFORMATION REGARDING OTHER BENEFITS**

Accrued and unused vacation payments due to an employee at the time of separation from the University shall be paid in accordance with University policy and Texas law. Any other pay and benefits (health, dental, etc.) will terminate or cease upon separation in accordance with the terms of Texas law, as well as University policy.

## **FORFEITURE OF TENURE**

A faculty member whose request for voluntary separation under the VSP is approved and not withdrawn, relinquishes any and all rights he or she may have to continued employment at the University, including their indefinite tenure status, upon their voluntary separation date.

## **RESTRICTION ON FUTURE EMPLOYMENT**

A faculty member, whose request for voluntary separation under the VSP is approved and not withdrawn, is not eligible to be hired by the University for a period of one (1) year after the effective date of his or her separation/retirement. After the one year period the University may hire the faculty member as an adjunct to teach not more than two classes per semester.

## **INFORMATION TO BE FURNISHED**

Upon request, the faculty member shall furnish any documentation and/or information the University considers necessary to administer the VSP.

## **SEPARATION AGREEMENT WITH WAIVER AND RELEASE**

Upon notification of approval of their application to participate in the VSP program, the faculty member must sign the Separation Agreement within five business (5) days of the University's notice of approval. Approved applicants will automatically be withdrawn from the VSP when their Separation Agreements are not signed and received (or postmarked) within five business (5) days of the University's notice of approval.

## **RECOMMENDATION OF ATTORNEY REVIEW**

Eligible employees are advised to contact an attorney at their own expense to discuss the VSP and to review the attached Separation Agreement before submitting an application or signing the Separation Agreement.

## **NO ASSIGNMENT OF VSP PAYMENTS**

Under no circumstances may a VSP payment be subject to assignment, garnishment, lien or other encumbrances, and any attempt to cause any such payments to be so subjected shall not be recognized, except to the extent as may be required by law.

## **RECOVERY OF VSP PAYMENTS MADE BY MISTAKE**

An eligible employee shall return to the University the VSP payment or other consideration or portion thereof, made by a mistake of fact or law or paid contrary to the terms of the VSP.

## **REPRESENTATIONS CONTRARY TO THE VSP**

No employee, officer, regent, director or agent of the University has the authority to alter, vary or modify the terms of the VSP, except by means of an authorized written amendment to the VSP by the University's Provost/Vice President for Academic Affairs and Research. No verbal or written representations contrary to the terms of the VSP and its written amendments shall be binding upon the University.

## **NO EMPLOYMENT RIGHTS OR CONTRACT**

The VSP shall not confer employment rights upon any person. Nothing contained in the VSP will be construed as a contract of any kind between the University or any related entity and any person. No person shall be entitled by virtue of the VSP to remain employed by the University and nothing in the VSP shall restrict the right of the University to terminate the employment of any eligible employee.

**Termination for cause following acceptance into the VSP program and prior to the agreed Separation Date may result in forfeiture of all rights, including Separation Payments, under the VSP Program**

#### **APPLICABLE LAW**

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

#### **SEVERABILITY**

If any provision of the VSP 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, all of the other provisions of the VSP shall continue in full force and effect.

#### **NONDISCRIMINATION**

The University does not engage in discrimination or harassment against any person because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, marital status, disability, or status as a protected veteran and will comply with all federal and state nondiscrimination, equal opportunity and affirmative laws, orders and regulations. This nondiscrimination policy applies to admissions, employment, access to and treatment in the University's programs and activities.

#### **AMENDMENT OF THE VSP**

The VSP may be terminated or amended in any respect at any time at the discretion of the Provost/Senior Vice President for Academic Affairs.

#### **END OF THE PROGRAM**

The VSP will be reviewed annually for future implementation.

#### **QUESTIONS REGARDING THE VSP**

This program administered by the Office for Academic Affairs with the support of the University's Human Resources Office, Business Affairs, and Office of the President.

## VSP TIMELINE SUMMARY

- October 19, 2016 – Program formally announced
- October 19, 2016 – December 2, 2016 – Eligible faculty members may voluntarily apply for the Program
- December 9, 2016 – Dean recommendation to the Provost & Senior Vice President for Academic Affairs
- December 18, 2016 - Provost & Senior Vice President for Academic Affairs will make recommendation to President
- December 22, 2016 – Final Determinations
- January 9, 2017 - Faculty members who have been approved for the Program must sign and submit their Separation Agreement within five business (5) days of their receipt of the University's written notice of approval.
- **May 11, 2017 at 6pm in Athletic Administration Panther Room**
- August 31, 2016 – Last possible voluntary separation date