

# MOREHEAD STATE UNIVERSITY

## Voluntary Buyout Program

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Effective Date April 22, 2014

Approved by President Andrews April 22, 2014

Revised May 7, 2014

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.

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# Morehead State University

## Voluntary Buyout Program

### **INTRODUCTION**

Morehead State University (hereinafter the “University”) has adopted the Morehead State University Voluntary Buyout Program (hereinafter the “VBP”), effective April 22, 2014 (hereinafter the “Effective Date”), for the benefit of Eligible Employees as described in this Program Document.

The VBP has been established, effective April 22, 2014, to assist the University in addressing budgetary constraints due to state appropriation reversions and potential budget reductions in the forthcoming fiscal years. This program will provide a unique opportunity to adjust the University’s financial and human resources to meet the University’s strategic plan goals (the employee compensation plan) and state mandates for recruiting, retention, and growth of the University. The VBP is being implemented at the direction of the President.

The VBP is designed to provide Eligible Employees who voluntarily elect to separate employment with the University with Separation Pay and Separation Benefits as described in this Program Document. It is anticipated that staff reductions will be necessary if sufficient numbers of staff do not avail themselves of the VBP.

Eligible Employees must apply and be approved for participation in the VBP. The Director of Human Resources will be the VBP Administrator. This document shall serve as the Program Document governing the terms of the VBP, including eligibility and benefits to be paid. This document will serve as a reference for the information concerning any rights and obligations employees may have under the VBP.

### **DEFINITIONS**

*“Actively Employed”* means being actively at work; on vacation; on sick leave; on military leave; on paid leave of absence; or on an approved unpaid leave of absence.

*“Administrative or Academic Professional or Executive”* means personnel who hold regular, full-time or twelve (12) month 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).

*“Approved Leave”* means an officially excused period of time from work or duty. A leave of absence may be paid, or unpaid, and with, or without, benefits. Leave of absence may be authorized for, but not limited to, the following types: Family and Medical Leave, Military Exigency Leave, Caregiver Leave, Sabbatical Leave, Military Leave, Personal Leave, Court Leave, and Bereavement Leave.

*“Base Pay”* means the fixed compensation paid to an employee for performing specific job responsibilities; is typically paid as a salary or hourly rate. This rate does not include overtime pay, incentive pay/bonuses, supplemental payments, or second/additional or acting/interim assignment rate.

*“Eligibility to retire without penalty”* is defined by the eligibility requirements set forth in each retirement plan. KTRS and KERS are the final determinants of an employee’s eligibility for retirement. Nothing in the VBP

supersedes the determination of the retirement system's determination of eligibility. For purposes of KTRS, upon date of retirement, an employee must have twenty-seven (27) years of creditable service regardless of the age of the employee **OR** an employee must be sixty (60) years of age with five (5) years of creditable service. For purposes of KERS, upon date of retirement, an employee must have twenty-seven (27) years of creditable service regardless of the age of the employee **OR** an employee must be sixty-five (65) with five (5) years of creditable service. For purposes of Optional Retirement Plan (ORP), an employee must have five (5) years of University Service and the employee must be at least sixty (60) years of age.

*"Eligible Employee"* means an employee of the University who meets the eligibility criteria described below in this Program Document and who is therefore invited to apply for participation in the VBP.

*"Exempt Staff"* means employees whose primary responsibility is to perform duties that qualify them for exemption from the FLSA (Fair Labor Standards Act) minimum wage and overtime provisions. These employees are paid on a salary basis and are not eligible for overtime. Job titles do not determine exempt status.

*"Faculty"* means an employee of the University whose regular assignments include instruction, research, and/or public service as principal activities; who hold academic rank as professor, associate professor, or assistant professor at the institution; and who do not hold a 12-month Administrative or Academic Professional or Executive position at the University. For purposes of the VBP, Faculty includes Chairs, Associate Deans, and Assistant Deans holding faculty rank.

*"Grant -funded Positions"* means positions that are funded in full by a grant or contract from an agency or entity external to the University and therefore are contingent on the agency's continued support at a full level of funding throughout the duration of the appointment.

*"Hourly Paid/Non-Exempt Staff"* means an employee of the University who performs primarily clerical and/or supporting functions. This type of employee is required to report all hours worked, is subject to the overtime provisions of the Fair Labor Standards Act (FLSA), and is paid an hourly rate.

*"KERS"* means Kentucky Employees Retirement System.

*"KTRS"* means Kentucky Teachers' Retirement System.

*"ORP"* means Optional Retirement Program.

*"Participant"* means an Eligible Employee who submits an application to participate in the VBP and is approved for participation in the program.

*"Position"* means the total duties and responsibilities requiring the employment of a single employee. The total number of Positions in an organization equals the number of employees plus vacancies.

*"Phased Retirement End Date"* means December 16, 2014.

*"Regular Employee"* means a full-time employee of the University who is employed for an ongoing indefinite period and who is paid from an individual Position number in a department budget.

*"Regular full-time"* means employees who have completed their orientation period and are regularly scheduled to work thirty-two (32) or more hours each work week, and are eligible to participate in all

University provided benefits.

*“Seniority”* means, for purposes of the VBP, continuous length of University Service.

*“Separation Pay”* means the total monetary amount a Participant will receive under the VBP in exchange for signing and not revoking the Waiver and Release Agreement. The Separation Pay is the total of the 2013 – 2014 Base Pay Separation Payment, the applicable Service Payment, and the funds being placed in a Health Reimbursement Account.

*“Staff”* means Hourly Paid/Non-Exempt Staff and Administrative or Academic Professional or Executive.

*“University Service”* means the total period of continuous Regular full-time employment at the University based on the employee’s most recent date of hire, including Approved Leave.

*“VBP Effective Date”* means April 22, 2014.

*“Voluntary Separation Date”* means last day of employment depending on VBP Option selected.

### **VBP IS VOLUNTARY**

Participation in the VBP shall be on a strictly voluntary basis for all Eligible Employees. The choice is entirely that of the employee. No one at the University may require an employee to apply for or to accept or reject participation in the VBP. Eligible Employees are encouraged to consider the program and determine if it is the right opportunity for them.

The existence of the VBP does not in any way change the employee’s relationship with the University. Eligible Employees are free to choose to participate or not to participate. An Eligible Employee should understand that if he/she is eligible and declines to participate, he/she will not be treated any differently with respect to future terms and conditions of employment than any other similarly situated employee. The Eligible Employee should also understand that the VBP does not provide any right or guarantee to future employment with the University or otherwise affect the status or terms and conditions of his/her current employment, except that his/her employment relationship with the University will end on his/her Voluntary Separation Date, as defined herein, should his/her application to participate in the VBP be accepted.

### **VBP ADMINISTRATION**

The VBP Administrator is the Director of Human Resources. In making initial determinations, the VBP Administrator shall have the discretionary authority to:

1. interpret the VBP Program Document;
2. determine initial eligibility;
3. review changes in status of Eligible Employees and Participants to determine continuing eligibility for Separation Pay and Separation Benefits; and
4. make factual determinations as the need may arise.

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  
Morehead State University

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 the VBP Administrator personally either knows or upon expert advice is made aware that such information and advice is either inaccurate or unlawful.

### **UNIVERSITY REVIEW AND APPROVAL**

The applications of Eligible Employees for VBP will be reviewed for determining initial eligibility by the VBP Administrator. Final approval of eligibility and acceptance into the VBP shall be made by the VBP Administrator.

### **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 for the purpose of administering the VBP. Each Eligible Employee and Participant must furnish full, true, and complete documents, data, or other information, and must promptly sign any document reasonably related to the administration of the VBP as requested by the VBP Administrator. Eligibility for participation and receipt of benefits will be revoked if a determination is made that an Eligible Employee or Participant has furnished untrue, false or incomplete documents, data, or other information.

### **ELIGIBLE EMPLOYEES**

The VBP is applicable only to Eligible Employees. An employee is eligible for participation if the employee meets all of the following criteria as of April 22, 2014:

- Is Actively Employed by the University; **AND**
- Has at least five (5) years of University Service as of July 1, 2014; **AND**
- In a Regular full-time position; **AND**
- Not employed in a position funded from a restricted fund source.

### **EXCLUDED POSITIONS**

Employees in the following Positions are not eligible to apply for participation in the VBP:

- All Grant-funded Positions (to include Positions partially Grant-funded); **OR**
- Employees employed through a written employment agreement; **OR**
- Fixed Term appointments; **OR**
- Employees who have already submitted paperwork to separate employment.

## **CONDITIONS FOR DISQUALIFICATION FOR RECEIPT OF SEPARATION PAY AND/OR SEPARATION BENEFITS**

An Eligible Employee and/or Participant shall not be entitled to receive Separation Pay and/or Separation Benefits if the VBP Administrator determines that any of the following apply on or after April 22, 2014 and before the Voluntary Separation Date:

- The employee's current position is in one of the Excluded Functions as defined by the VBP Administrator and this Program Document; **OR**
- The employee ceases to be an Eligible Employee; **OR**
- Employee voluntarily submits a resignation notice, not in conjunction with the VBP; **OR**
- Employee is terminated; **OR**
- Employee has retired; **OR**
- Employee accepts a position in one of the Excluded Functions at the University prior to the Voluntary Separation Date; **OR**
- Employee is prohibited from voluntary separation because of visa restrictions.

## **WAIVER AND RELEASE AGREEMENT**

In order to be eligible to receive the Separation Pay and Separation Benefits, the Participant must submit a signed Waiver and Release Agreement to the Office of Human Resources no later than 4:30 p.m. EDT on June 9, 2014. The required Waiver and Release Agreement is attached.

**Due to the voluntary nature of the Participant's decision to sign the Waiver and Release Agreement, the University will not agree to modifications to the Waiver and Release Agreement.**

A Participant may revoke the signed Waiver and Release Agreement within seven (7) calendar days of the date he/she is notified by the VBP Administrator that he/she has been accepted into the VBP. Any such revocation must be in writing and received by one of the methods set forth in the VBP Waiver Release to the VBP Administrator. Any revocation received after the seven (7) calendar day period will not be effective.

**Revocations sent by facsimile; electronic mail; regular, first-class U.S. mail; or campus mail will not be accepted. The University is not responsible for forms not received by the stated deadline.** The University is not responsible for lost mail.

A Participant who submits a signed Waiver and Release Agreement and who does not exercise his or her right of revocation shall be eligible to receive Separation Pay and Separation Benefits if accepted into the program. A Participant who timely revokes his or her Waiver and Release Agreement shall be deemed, for purpose of the VBP only, to remain Actively Employed as of the Voluntary Separation Date and will not be eligible to receive any Separation Pay or Separation Benefits under the VBP.

## **SEPARATION PAY**

Each Participant who executes, and does not revoke, a Waiver and Release Agreement will receive one of the following Separation Pay options:

### **Staff – Option 1 Cash Buyout**

- 1) **BASE SEPARATION PAYMENT**: Each Participant in the VBP will receive a "Base Separation Payment" as described herein equal to one-fourth (1/4) of the Participant's 2013 – 2014 base pay. Under the VBP, the following calculations will be utilized to determine the rate of pay:
  - a) For Hourly Paid/Non-Exempt Staff Participants, the Separation Pay is calculated by multiplying the Participant's 2013 – 2014 base hourly rate times the regular scheduled annual work hours and then dividing

by 4.

- b) For Exempt Staff and all other Participants who are not Hourly Paid/Non-Exempt the Separation pay is calculated by dividing the Participant's 2013 – 2014 annual base salary by 4.

- 2) SERVICE PAYMENT: In addition to the Base Separation Payment, each participant will receive a "Service Payment" as described herein of \$500 for each full year or partial year (as set forth below) of University Service as of the Voluntary Separation Date. For purposes of the VBP, "years of University Service" is calculated by adding up the total number of continuous months of employment with the University in a regular full-time position. Creditable service includes any time off on Approved Leave.

For purposes of determining the Service Payment, partial years of service will be rounded up if the participant worked over six (6) months of service in a year. For example, an employee with sixty-six (66) months (i.e., 5 years and 6 months and 1 day) of creditable University Service will receive credit for a total of six (6) years of University Service for purposes of computing the Service Payment.

- 3) HEALTH REIMBURSEMENT ACCOUNT: Participants will also receive one thousand five hundred dollars (\$1,500.00) in Health Reimbursement Account (HRA) funds to assist with interim health expenses after separation.

#### **Staff – Option 2 Cash Buyout**

- 1) BASE SEPARATION PAYMENT: Each Participant in the VBP will receive a "Base Separation Payment" as described herein equal to one-half (1/2) of the Participant's 2013 – 2014 base pay. Under the VBP, the following calculations will be utilized to determine the rate of pay:
  - a. For Hourly Paid/Non-Exempt Staff Participants, the Separation Pay is calculated by multiplying the Participant's 2013 – 2014 base hourly rate times the regular scheduled annual work hours and then dividing by 2.
  - b. For Exempt Staff and all other Participants who are not Hourly Paid/Non-Exempt the Separation pay is calculated by dividing the Participant's 2013 – 2014 annual base salary by 2.
- 2) HEALTH REIMBURSEMENT ACCOUNT: Participants will also receive one thousand five hundred dollars (\$1,500.00) in Health Reimbursement Account (HRA) funds to assist with interim health expenses after separation.

#### **Faculty – Option 1 Cash Buyout**

- 1) BASE SEPARATION PAYMENT: Each Participant in the VBP will receive a "Base Separation Payment" as described herein equal to one-half (1/2) of the Participant's 2013 – 2014 9-month base pay. Voluntary Separation Date will be May 13, 2014.
- 2) HEALTH REIMBURSEMENT ACCOUNT: Participants will also receive one thousand five hundred dollars (\$1,500.00) in Health Reimbursement Account (HRA) funds to assist with interim health expenses after separation.

#### **Faculty – Option 2 Cash Buyout**

- 1) BASE SEPARATION PAYMENT: Each Participant in the VBP will receive a "Base Separation Payment" as described herein equal to one-third (1/3) of the Participant's 2013 – 2014 9-month base pay. Voluntary Separation Date will be December 16, 2014.
- 2) HEALTH REIMBURSEMENT ACCOUNT: Participants will also receive one thousand five hundred dollars (\$1,500.00) in Health Reimbursement Account (HRA) funds to assist with interim health expenses after

separation.

### **Faculty – Option 3 Enhanced Phased Retirement Program**

- 1) **SERVICE PAYMENT**: Each participant in the VBP will receive a “Service Payment” as described herein of \$500 for each full year or partial year (as set forth below) of University Service as of the Voluntary Separation Date. For purposes of the VBP, “years of University Service” is calculated by adding up the total number of continuous months of employment with the University in a regular full-time position. Creditable service includes any time off on Approved Leave.

For purposes of determining the Service Payment, partial years of service will be rounded up if the participant worked over six (6) months of service in a year. For example, an employee with sixty-six (66) months (i.e., 5 years and 6 months and 1 day) of creditable University Service will receive credit for a total of six (6) years of University Service for purposes of computing the Service Payment. Voluntary Separation Date for full-time regular faculty is May 13, 2014. Retirement begins after the 2013 – 14 academic year and you will enter phased retirement teaching a full course load during fall 2014. Phased retirement pay will be ½ of 9-month salary based on 2013 – 14. “Phased Retirement End Date” is December 16, 2014.

- 2) **HEALTH REIMBURSEMENT ACCOUNT**: Participants will also receive one thousand five hundred dollars (\$1,500.00) in Health Reimbursement Account (HRA) funds to assist with interim health expenses after separation.

### **PAYMENT OF SEPARATION PAY**

The University shall pay Separation Pay on the 15<sup>th</sup> of the following month after Voluntary Separation Date or the Phased Retirement End Date, whichever is later.

The University shall deduct from Separation Pay all legally required taxes, other withholdings, and any sums due and owing to the University. Notwithstanding the above, any Separation Pay will only be paid after the seven (7) 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 the Separation Pay, the University shall pay the remainder to the deceased Participant’s designated beneficiary or estate as identified in the Participants Executed Waiver and Release Agreement.

The Separation Pay does not include pay for any unused vacation leave, which will be paid on the last regular paycheck when applicable.

### **ALLOCATION OF VBP POOL**

If more Eligible Employees in an employee classification (Hourly Paid/Non-Exempt **OR** Administrative or Academic Professional or Executive) elect to participate in the VBP than the maximum dollars to fund the VBP allows, applications for the Eligible Employees in that classification will be considered in order based upon Seniority.

The University reserves the right, in its sole discretion, to accept and approve more or less applications per classification. The University is under no obligation to accept all applications.

## **SEPARATION BENEFIT: TUITION ASSISTANCE**

Each Participant in the VBP will be offered tuition waiver assistance for courses offered at MSU, pursuant to the VBP Staff Tuition Waiver Program.

The tuition waiver benefits for Participants begin the semester following the separation date and may be used for courses through the Spring semester of the 2016-2017 academic year.

Tuition assistance will be administered by the Office of Human Resources. To utilize this Separation Benefit, the Participant must contact Human Resources.

## **ACCRUED LEAVE**

Participants will be paid for the balance of unused vacation, up to the maximum allowed by University Vacation Leave Policy PG-48. Per the University Sick Leave Policy PG-49, Participants will not receive compensation for accumulated sick leave at the Voluntary Separation Date/Phased Retirement End Date. Participants should consult their retirement plans for clarification of the effect of accumulated sick leave.

## **PAY AND OTHER BENEFITS**

Pay and benefits, except Separation Pay and Separation Benefits specific to the VBP, payable to a Participant upon voluntary separation/phased retirement from employment with the University shall be paid in accordance with the terms of those established policies, plans, and procedures with one exception: for all VBP Participants, including retirees, the payment for any accrued salary and vacation leave will be made in a lump sum payment on the Participant's last regular payroll.

## **CONTINUED PERFORMANCE AND TERMINATION PRIOR TO VOLUNTARY SEPARATION DATE**

A Participant shall abide by the University's standards of conduct and satisfactorily perform his or her job responsibilities up to and including his or her Voluntary Separation Date/Phased Retirement End Date. A Participant whose employment with the University terminates before his or her Voluntary Separation Date/Phased Retirement End Date for any reason other than in accordance with the terms of the VBP shall not be eligible to receive Separation Pay and Separation Benefits under the VBP.

## **RETURN OF UNIVERSITY PROPERTY**

All University property (i.e., keys, documents and records, uniforms, identification cards, parking permits, purchasing cards, laptops, cell phones, etc.) shall be returned by a Participant to the University on or before his or her Voluntary Separation Date/Phased Retirement End Date.

## **NO RE-EMPLOYMENT**

A Participant, for a period of three (3) calendar years from his or her Voluntary Separation Date/Phased Retirement End Date, may not seek or accept regular employment in a benefits-eligible position at Morehead State University or its affiliates. A Participant that retires, in conjunction with the VBP, cannot ever be rehired in a benefit-eligible position at Morehead State University or its affiliates.

## **CONFIDENTIAL INFORMATION/COOPERATION**

Each Participant must keep and maintain the confidentiality of any and all information that he or she acquired during his or her employment with the University that is treated as confidential and non-disclosable under state and/or federal law. Each Participant shall cooperate with the University 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 of which the Participant has knowledge, or which occurred during the Participant's employment. Such assistance shall include, but not limited to, depositions and testimony, and shall continue until such matters are resolved.

## **RECOVERY OF VBP BENEFITS MADE BY MISTAKE**

A Participant shall be required to return to the University any Separation Pay or Separation Benefits, or portion thereof, made by a mistake of fact or law. If a Participant does not return such Separation Pay and/or Separation Benefit, the University shall be entitled to pursue any and all legal and equitable relief for such overpayment, including but not limited to causes of action for recoupment or recovery by any means allowed by law for monies had and received.

## **NO ASSIGNMENT OF VBP BENEFITS**

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

## **NO EMPLOYMENT RIGHTS OR CONTRACT**

The VBP shall not confer employment rights of any kind upon any person. Nothing contained in the VBP shall be constructed as a contract with the University or any related person or entity. No person shall be entitled, by virtue of the VBP, to remain in the employment of the University or receive anything in relation to their employment and nothing in the VBP shall restrict the right of the University to terminate either the employment of any Staff Member or any specific benefit or privilege arising out of that employment. The University shall not be under any obligation to employ, re-employ or consider for employment or re-employment any Participant in the VBP.

## **QUESTIONS REGARDING THE VBP**

The Office of Human Resources will host information sessions to explain the Voluntary Buyout Program and answer questions. In addition, Eligible Employees will have the opportunity to schedule a one-on-one session with a representative of the Office of Human Resources.

For additional information or for general questions about the VBP:

- Go to <http://www.moreheadstate.edu/hr>. This website will provide answers to Frequently Asked Questions, a calendar of important VBP dates, news and updates, and links to other resources for employees.
- Contact the Office of Human Resources at (606) 783-2097.
- Email Human Resources at [humanresources@moreheadstate.edu](mailto:humanresources@moreheadstate.edu).

## **REPRESENTATIONS CONTRARY TO THE VBP**

No employee of the University 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 University. 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 University.

Falsification or modification of any documents will void your rights to participation and/or compensation under this Program and may subject you to disciplinary action.

## **AMENDMENT OF THE VBP**

The VBP Administrator may make editorial changes for clarification purposes to the Separation Pay at any time. Substantive changes, including changes to the Separation Pay and Separation Benefits, can only be made upon approval by the President. Notwithstanding the foregoing, no amendment of the VBP may reduce the Separation Pay and Separation Benefits previously granted to a Participant under the VBP.

## **APPLICABLE LAW**

The VBP shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky without reference to its conflicts of law provisions. In the event of an action to enforce any provision of the VBP, venue and jurisdiction shall be in Franklin Circuit Court.

## **SEVERABILITY**

If any provision of the VBP is held 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, at the discretion of the University.

## **DATES/DEADLINES**

The dates/deadlines contained in the Program Document are subject to change at the discretion of the VBP Administrator as necessary to meet the University's needs. To the extent that dates/deadlines may be changed, the time periods allotted for events/deadlines will occur at the same intervals as set forth in this Program document.

## **RECOMMENDATION OF ATTORNEY & OTHER PROFESSIONAL REVIEW**

Eligible Employees are advised to contact his or her personal attorney and any other professional advisor, such as a CPA or financial/retirement planner, at his or her own expense to discuss the VBP and to review the Waiver and Release Agreement if he or she so desires.

### VBP TIMELINE OF KEY EVENTS

Program Approval by MSU President	April 22, 2014
Announcement of VBP to all Employees (Effective Date of Program, Program Plan, Application, and Waiver & Release Agreement Available for Review)	April 25, 2014
Employee Review Period	April 25 – June 9, 2014
Application and Waiver Release Agreement Deadline to VBP Administrator	No later than 4:30 EDT p.m. June 9, 2014
Notification of Acceptance into VBP	No later than June 16, 2014
Last Date of Revocation Period for Waiver and Release Agreement	By 4:30 p. EDT on the 7 <sup>th</sup> Day After Notification of Acceptance
VBP Voluntary Separation Date for Participant Option 1 or 2 for Staff Option 1 for Faculty Option 2 for Faculty Option 3 for Faculty	6/30; 7/31; 8/31 or 9/30/14 May 13, 2014 December 16, 2014 May 13, 2014 Retirement; December 16, 2014 Phased Retirement
VBP Separation Pay to Participant Option 1 or 2 for Staff  Option 1 for Faculty Option 2 or 3 for Faculty	15 <sup>th</sup> of the following month after Separation Date June 13, 2014 January 15, 2015
VBP Benefits (Health & Dental) End Date to Participant Option 1 or 2 for Staff  Option 1 for Faculty Option 2 for Faculty Option 3 for Faculty	Last date of the following month after Separation Date (e.g., 6/30/14 Separation Date; 7/31/14 Health & Dental End Date) June 30, 2014 January 31, 2015 June 30, 2014
VBP Benefits (Life) End Date to Participant Option 1 or 2 for Staff Option 1 for Faculty Option 2 for Faculty Option 3 for Faculty	Separation Date May 31, 2014 December 31, 2014 May 31, 2014
VBP Benefits (Tuition Assistance) End Date to Participant All Options	End of 2016-2017 Academic Year (May 12, 2017)
VBP Benefits (HRA equivalent) End Date to Participant Option 1 or 2 for Staff Option 1 for Faculty Option 2 for Faculty Option 3 for Faculty	12 months from Separation Date May 31, 2015 December 31, 2015 May 31, 2015

**The dates/deadlines contained in the Program Document are subject to change at the discretion of the VBP Administrator as necessary to meet the University's needs. To the extent that dates/deadlines may be changed, the time periods allotted for events/deadlines will occur at the same intervals as set forth in this Program document.**

## VOLUNTARY BUYOUT PROGRAM APPLICATION PROCEDURE

### INTRODUCTION

An Eligible Employee may apply to participate in the Voluntary Buyout Program (VBP) by: 1) fully completing and signing the VBP Application Form indicating that his/her election to voluntarily separate from employment with the University and obtain Separation Pay and Separation Benefits, and 2) submitting the signed application form to the Office of Human Resources beginning no earlier than 8:00 a.m. EDT, April 25, 2014 and no later than 4:30 p.m. EDT, June 9, 2014. Applications will not be accepted at any other time. The VBP Application Form can be accessed by clicking on the form name below.

In addition, you will also need to complete the Waiver and Release Agreement and submit in accordance with the dates indicated above. Should you want to make an appointment to speak with an HR representative to discuss the Separation Pay calculation, which is to be entered on the form, please contact Human Resources at 783-2097. To view the Waiver and Release Agreement, click here.

For more information about the VBP, see <http://www2.moreheadstate.edu/hr/>.

### INSTRUCTIONS TO COMPLETE THE VBP APPLICATION FORM AND THE WAIVER AND RELEASE AGREEMENT

1. Download and complete the [VBP Application Form](#).
2. Submit VBP Application to Human Resources by deadline.
3. Download and complete the Waiver and Release Agreement. Link is above. You are advised to consult your personal legal counsel prior to executing this Agreement.
4. Relating to the Waiver and Release Agreement, the sections indicated below with bullet points need to be completed for consideration.
  - Insert Separation Pay amount in 2(d).
  - Enter the total for the Separation Pay and Health Reimbursement Account in 2(d).
  - Initial the VBP option being selected in 2(e).
  - Indicate the Separation Date if staff member in 2(e). The faculty Separation Dates are noted on the agreement depending on the option selected.
  - Indicate if your separation will be resignation or retirement in 2(e).
  - Enter beneficiary information in 17.
  - Provide signature, print name and indicate date at the bottom of the form.
5. Submit Waiver and Release Agreement to Human Resources by deadline.
6. A Human Resources Representative will sign the section noting receipt of the Waiver and Release Agreement and make a copy to provide to VBP participant.
7. Properly completed VBP Application Form **AND signed** Waiver Release Agreement **will only be accepted beginning no earlier than 8:00 a.m., EDT, April 25, 2014 and no later than 4:30 p.m., EDT, June 9, 2014, by one of the delivery methods set forth below.**
  - *Personal Hand Delivery to:* VBP Administrator, Human Resources, 301 Howell-

McDowell, Morehead KY 40351; **OR**

- *FedEx or UPS addressed to:* Morehead State University, Attn: VBP Administrator, Human Resources, 301 Howell-McDowell, Morehead KY 40351; **OR**
- *U.S. Postal Service, certified mail, return receipt service to:* Morehead State University, Attn: VBP Administrator, Human Resources, 301 Howell-McDowell, Morehead KY 40351.
- ***Forms sent by facsimile; electronic mail; regular, first-class U.S. mail; or campus mail will not be accepted. The University will not be responsible for forms not received by the stated deadline.*** The University is not responsible for lost mail.

8. An Eligible Employee will be notified of his/her approval for participation in the VBP by no later than 4:30 p.m. EDT, June 16, 2014. The official notification by the University to the Eligible Employee of approval for participation in the VBP will be through the Eligible Employee's University email account.
9. A Participant may revoke his/her Waiver and Release Agreement no later than 4:30 p.m. EDT, on the 7<sup>th</sup> day following Notification of Acceptance. If the Waiver and Release is not revoked by such date, the Participant's employment with the University will terminate as of the applicable Voluntary Separation Date/Phased Retirement End Date. The revocation letter must be in writing to VBP Administrator, delivered by one of the methods above, and received by the Office of Human Resources no later than 4:30 p.m. EDT, on the 7<sup>th</sup> day following Notification of Acceptance.

Unless approved otherwise in writing by the appropriate Vice President or direct report to the President by 4:30 p.m. EDT on the 7<sup>th</sup> day following Notification of Acceptance, a Participant's employment with the University shall terminate as of the applicable Voluntary Separation Date or Phased Retirement End Date. Any Participant electing to retire in conjunction with this VBP will be governed by the respective regulations of each specific retirement system.

**Morehead State University  
FALL 2014 VOLUNTARY BUYOUT PROGRAM**

**VBP APPLICATION FORM**

I wish to apply for participation in the Voluntary Buyout Program (VBP). I understand this Application for Participation ("Application") must be hand-delivered or delivered via FedEx; UPS; or U.S. Postal Service, certified mail, return receipt; and received by the VBP Administrator at the address below between 8:00 a.m. EDT, April 25, 2014 and 4:30 p.m. EDT, June 9, 2014. Applications sent by facsimile; electronic mail; regular, first-class U. S mail; or campus mail **will not** be accepted.

By signing and submitting this Application, I acknowledge, understand and agree:

1. that I understand the terms and conditions of the VBP and that my decision to apply is voluntary;
2. that I must inform my supervisor of my decision to apply for the VBP by obtaining his/her signature on this Application prior to submitting the completed Application to the VBP Administrator;
3. that in order to obtain the Separation Pay, I must submit this Application **AND** a signed Waiver and Release Agreement to Human Resources no later than 4:30 p.m. EDT, June 9, 2014;
4. that if I do not sign the Waiver and Release Agreement, or if I revoke my signed Waiver and Release Agreement, my employment will not be terminated on my Voluntary Separation Date and I will not be entitled to any Separation Pay under the VBP; and
5. I acknowledge that I have been advised to consult legal counsel regarding execution of the Waiver and Release Agreement.

Printed Employee Name	ID Number		
Indicate Specific VBP Option & Resignation/Retirement	MSU E-mail Address		
Daytime Phone Number	Alternate Phone Number		
Employee Signature	Date		
Supervisor:	Printed Name	Signature	Date

Submit this completed Application and Wavier and Release Agreement to this address. <b>Applications received by facsimile; electronic mail; regular, first-class U. S mail; or campus mail will not be accepted.</b>	Office of Human Resources ATTN: VBP Administrator Morehead State University 301 Howell-McDowell, Morehead, KY 40351
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Received by: \_\_\_\_\_ Human Resources Representative Signature/Date

Receipt Acknowledged by: \_\_\_\_\_

**APPROVAL / DISAPPROVAL:**

Phillip E. Gniot \_\_\_\_\_ Disapproved \_\_\_\_\_ Approved  
 VBP Administrator Signature Date

**MOREHEAD STATE UNIVERSITY  
2014 VOLUNTARY BUYOUT PROGRAM**

**WAIVER AND RELEASE AGREEMENT**

This Waiver and Release Agreement ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between \_\_\_\_\_ (referred to in this Agreement as "I", "me", "my") and Morehead State University, its respective Regents, officers, agents, employees, affiliates, and successors, past and present, and each of them (collectively referred to in this Agreement as "University" or "Releasees"):

WHEREAS, Morehead State University has determined to offer the 2014 Voluntary Buyout Program to those of its employees approved for such pursuant to certain criteria as set forth in the Voluntary Buyout Program (hereinafter "VBP");

NOW THEREFORE, it is agreed by and between the University and myself as follows:

1. **Separation from Employment.** I understand that my last day of employment (Voluntary Separation Date) for staff shall be June 30, 2014, July 31, 2014, August 31, 2014 or September 30, 2014 (Option #1 or #2) OR for faculty May 13, 2014 (Option #1), December 16, 2014 (Option #2), May 13, 2014 Voluntary Separation Date-Retirement and December 16, 2014 Phased Retirement End (Option #3). I acknowledge and agree that I have decided to voluntarily separate my employment with the University, having made that decision myself of my own free will, and after having had forty-five (45) calendar days to make that decision and consider the consequences thereof, including, but not limited to, those set forth below.
2. **Consideration.**
  - (a) I specifically acknowledge and agree that the benefits payable to me, defined as Separation Pay and Separation Benefit in the VBP, and specifically applying to me, exceed any amounts otherwise due to me upon my voluntary separation from employment with the University.
  - (b) I understand that pay and benefits normally payable to an employee upon voluntary separation from employment with the University shall be paid in accordance with the terms of established policies, plans and procedures, except as provided for in the VBP. This includes such items as payout of accumulated vacation leave.
  - (c) I further acknowledge, understand and agree that the benefits payable to me, defined as Separation Pay and Separation Benefit in the VBP are the only consideration I will receive for my participation in the VBP and for entering into this Agreement.
  - (d) I specifically acknowledge that Separation Pay payable to me will be \_\_\_\_\_ and funds in the amount of one thousand five hundred (\$1,500.00) will be placed in a Health Reimbursement Account, for a total maximum of \_\_\_\_\_, less applicable federal, state and local taxes and other applicable withholdings.
  - (e) I choose to receive the Separation Pay described in section 2(d) above. My initials below signify my irrevocable choice of one of the following:

\_\_\_\_\_ lump sum payable for STAFF on the 15th of the following month after Separation Date (Option #1), with Separation Date being \_\_\_\_\_ and the reason being \_\_\_\_\_ (indicate Resignation or Retirement); **OR**

\_\_\_\_\_ lump sum payable for STAFF on the 15th of the following month after Separation Date (Option #2), with Separation Date being \_\_\_\_\_ and the reason being \_\_\_\_\_ (indicate Resignation or Retirement); **OR**

\_\_\_\_\_ lump sum payable for FACULTY on June 13, 2014 (Option #1) with Separation Date being May 13, 2014 and the reason being \_\_\_\_\_ (indicate Resignation or Retirement); **OR**

\_\_\_\_\_ lump sum payable for FACULTY on January 15, 2015 (Option #2) with Separation Date being December 16, 2014 and the reason being \_\_\_\_\_ (indicate Resignation or Retirement); **OR**

\_\_\_\_\_ lump sum payable for FACULTY on January 15, 2015 (Option #3) with Separation Date being May 13, 2014 and the reason being retirement. Phased Retirement End Date will be December 16, 2014.

3. **Release.** I agree that through the terms of this Agreement I am receiving sufficient consideration beyond anything to which I am already entitled from the University and that, for the full consideration, as paid by the University, for myself, my descendants, ancestors, dependents, heirs, executors, administrators, trustees, assigns, and successors, and each of them, hereby fully release and discharge the University, and its present and past Regents, officers, agents, employees, directors, attorneys, affiliates, assigns, administrators, predecessors and successors, in both their individual and official capacities, from any and all claims, causes of action, demands, fees, costs, rights, expenses, or claims of whatsoever nature and kind, known or unknown, whether presently discoverable or undiscoverable, whether suspected or claimed, which I have ever had, now have, or may discover in the future against the University arising out of or relating to my employment and separation, including, but not limited to, any and all claims of alleged discrimination; defamation; breach of contract, express or implied, written or oral; constructive discharge; or any and all other such tort claims, and any claims under all applicable University policies and regulations governing these procedures, retaliation, fraud, misrepresentation, contract, fiduciary duty, negligent or intentional interference with business opportunity, and outrage, as well as any rights under University policy, the Kentucky Revised Statutes Chapter 344, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, The Age Discrimination in Employment Act as amended by the Older Worker's Benefit Protection Act, Family and Medical Leave Act, and/or any federal statutory or common law claim or remedy of any kind whatsoever, including, but not limited to, claims for damages for front pay, back pay, wage loss, attorneys' fees, costs, waiver, medical bills, non-economic loss (including, but not limited to, pain, suffering, humiliation, embarrassment, and loss of reputation) (hereinafter "Released Claims").
4. To the extent permitted by law, I am waiving any claim that I might have for unemployment compensation through the Commonwealth of Kentucky, Office of Employment and Training, Unemployment Insurance Division arising out of my voluntary separation from University employment.
5. Notwithstanding the above Released Claims contained in Paragraph 3, I am not waiving or releasing:
  - (a) claims for workers' compensation;
  - (b) 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;
  - (c) claims arising after the date on which I sign this Agreement;
  - (d) claims for vested or accrued benefits under a state employee benefit plan.
  - (e) 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.

6. **No Re-employment.** I also agree, for a period of three (3) years from my Voluntary Separation Date/Phased Retirement End Date and as a result of my Voluntary Separation, not to seek or accept regular employment in a benefits-eligible or grant-funded position at the University or any of its affiliates, and further agree that the University is under no obligation to employ me or re-employ me or to consider me for employment or re-employment during that period. I understand that if I retire in conjunction with the VBP, I will not be eligible for re-employment in a benefit-eligible position at Morehead State University.
7. **Return of University Property.** On or before my Voluntary Separation Date/Phased Retirement End Date, I must return to my immediate supervisor all University property in my possession or control, whether at work or elsewhere, including, but not limited to, keys, uniforms, mobile devices, laptop computer, identification card, credit cards, calling cards, parking permit, University documents or recordings, and any other property of the University.
8. **Employee Acknowledgements.** 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. **Additional Taxes.** To the extent that any additional taxes may be due on the Separation Pay and/or Separation Benefit payout, I agree to pay the taxes myself, and to indemnify and hold the Releasees harmless for any tax claims, assessments or penalties resulting from such payment. I further agree to provide any and all information pertaining to myself such as any new address, upon request, as necessary for University to comply with applicable tax laws.
10. **Confidentiality / Non-Disclosure.** I agree to keep and maintain the confidentiality of any and all information that I acquired during my employment with the University that is treated as confidential and non-discloseable under state and/or federal law. I agree that I have had access to certain confidential and/or proprietary information and documents that pertain to, among other things, personnel, financial, student, intellectual property, and/or donor information relating to the management of University functions and activities (hereinafter referred to as "Confidential Information"). I understand and agree that all such Confidential Information is the sole property of University and constitutes proprietary information of the University. Except as required by law, I agree (i) not to discuss or disclose to any person any Confidential Information arising out of or in connection with my employment with University and (ii) not to remove, transfer, disclose or utilize any Confidential Information. I further agree that any breach of this confidentiality clause shall be specifically enforceable by a court of law or equity and I further agree to indemnify and hold harmless the University for any costs, including attorneys' fees, incurred in the enforcement of this Agreement.
11. **Cooperation with University.**
  - (a) I agree to reasonably cooperate with University to the extent that such cooperation and assistance is requested by University officials regarding issues that may arise that were related to my responsibilities at the University or upon which I may have knowledge. While this assistance will be governed by the particular facts and the principles of honesty and integrity, it is expected that such assistance will be provided in a cooperative spirit and will further the University's interest in the matter(s) involved.
  - (b) I agree to cooperate with the University and its legal counsel in connection with any current or future investigation or litigation relating to any matter in which I was involved or of which I have

knowledge, or which occurred during my employment with the University. Such assistance shall include, but not be limited to depositions and testimony, and shall continue until such matters are resolved. However, nothing in this Paragraph is intended to waive or limit rights that are excluded from the Release in Paragraph 3.

12. **Enforceability.** 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.
13. **Prior Agreements.** I confirm that any prior agreements between myself and University are null, void and unenforceable, and that, upon the Effective Date, University has no obligations to me except as expressly set forth in this Agreement.
14. **Governing Law and Venue.** The laws of the Commonwealth of Kentucky will govern this Agreement. In the event of an action to enforce any provision of this Agreement, venue and jurisdiction shall be in Franklin Circuit Court.
15. **Terms Are Contractual.** It is agreed and understood between myself and the University that the terms of this Agreement are contractual and not merely a recital.
16. **Revocation.** I understand that I may revoke this Agreement within seven (7) calendar days after Notification of Acceptance to the VBP Administrator. Such revocation must be delivered by hand-delivery, or via FedEx; UPS; or U.S. Postal Service, certified mail, return receipt; to VBP Administrator, Human Resources, Morehead State University, 301 Howell-McDowell Administration Building, Morehead, KY 40351. Revocations will not be accepted via first class mail, electronic mail, facsimile, or campus mail. I further understand that if I timely revoke this Agreement, then: (i) I shall remain actively employed as of the Voluntary Separation Date/Phased Retirement End Date, and (ii) I will not be eligible to receive any Separation Pay or Separation Benefits under this VBP.
17. **Designated Beneficiary.** In the event I should die after entering into this Agreement and prior to the Separation Pay payable to me under the VBP, as described above and in the VBP, is paid in full, I hereby designate the following individual as my beneficiary specifically for purposes of the VBP payout:

Printed Name of Beneficiary: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

I understand that the Separation Benefit of Tuition Assistance is non-transferrable and will not be available to my designated beneficiary and that, other than the Separation Pay benefits, no other amounts will be payable to my designated beneficiary, under the terms of this Agreement.

18. **Final Acknowledgments.** I further acknowledge and agree that:
  - (a) I have been given forty five (45) calendar days to consider this Agreement before signing;
  - (b) I have carefully read and fully understand this Agreement in its entirety;
  - (c) I have been advised in writing to consult an attorney before signing this Agreement, to help ensure that I fully understand the significance of all terms and conditions of the Agreement, and that I have had sufficient opportunity to do so;
  - (d) no other promises or inducements have been made to induce me to enter into this Agreement;

- (e) this Agreement, including the terms of the VBP, is the entire agreement regarding the terms of my separation from employment with the University; and
- (f) no other promises or agreements shall be binding unless reduced to writing and signed by the parties.

I ACKNOWLEDGE AND AGREE THAT I HAVE KNOWINGLY AND VOLUNTARILY ENTERED INTO THIS AGREEMENT BY SIGNING BELOW.

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

Date

\_\_\_\_\_  
PHIL GNIOT

Date

Director of Human Resources and  
Voluntary Buyout Program Administrator

\_\_\_\_\_  
EMPLOYEE'S PRINTED NAME

***SEPARATION PAY WILL BE DIRECT DEPOSITED INTO THE BANK ACCOUNT CURRENTLY ON FILE FOR EMPLOYEE***

Received by: \_\_\_\_\_  
Human Resources Representative Signature Date and Time

Receipt Acknowledged by: \_\_\_\_\_

## **2014 VOLUNTARY BUYOUT PROGRAM (VBP)**

### **Tuition Waiver Program**

#### **Introduction**

The purpose of the Voluntary Buyout Program (VBP) Tuition Waiver Program is to provide guidelines for taking academic course work offered only at Morehead State University by Participants. The intent of the tuition waiver program is to provide a Separation Benefit through the VBP.

The tuition waiver benefits for Participants begin the semester following the separation date and may be used for courses through the Spring semester of 2016-2017 academic year.

#### **Eligibility**

- Participant/ spouse/dependents are eligible to receive a tuition waiver for academic courses offered only at Morehead State University.
- Participant/ spouse/dependents must meet University admission requirements and any specific program requirements.
- In order to be eligible for the tuition waiver, Participant/ spouse/dependents must earn a “C” or higher in each course in each semester to maintain eligibility for future tuition waiver requests. If courses are taken in the semester that the Participant/ spouse/dependents is/are ineligible for the tuition waiver, the courses will be paid at the Participant’s expense.
- The tuition waiver may be utilized only once for any specific academic course. Therefore, the tuition waiver may not be applied for credit bearing courses being repeated following the Participant/ spouse/ dependent’s failure or withdrawal from the course. The tuition waiver may not be used in situations where the Participant/ spouse/ dependent passed the course initially but decides to repeat the course for purpose of improving their grade. The exception to this standard would be for a course that is identified as one repeatable for academic credit, such as a topical seminar course where the topic changes with each course offering.

Note: For purposes of the VBP Tuition Waiver Program, the following definitions apply:

- Spouse is defined as a marriage partner husband or wife.
- A dependent is defined as a spouse, or an unmarried son, daughter, step-son, or step daughter less than 24 years of age by December 31 of the year in which the term for which the waiver is requested falls.

#### **Tuition Waiver**

- The tuition waiver applies only to tuition. It does not include special course fees, other fees required for a course, and textbooks or supplies.
- The value of the tuition waiver is equal to the then-resident tuition rate for undergraduate courses. Any remaining balance for tuition and/or fees is the responsibility of the individual enrolled in the course(s).
- Any awarded federal and/or state grant funds (i.e. Pell and/or CAP grants) will be applied to the tuition balance prior to application of the tuition waiver. The tuition waiver will only apply to the remaining tuition balance, following application of any awarded financial aid.
- The tuition waiver will not be applied to any outstanding account balance from prior semesters.
- Participant/ spouse/ dependents who are receiving scholarships from other sources are eligible to participate in the tuition waiver program; however, the combined amount of all tuition waivers/scholarships may not exceed the total amount of tuition and fees. A refund will not be

issued from this tuition waiver, or a combination of tuition waivers and scholarship, nor will a refund be issued for withdrawing or dropping hours.

- Any tax liability incurred through participation in this tuition waiver program is the responsibility of the VBP Participant.

### **Transfer of Tuition Waiver Benefits**

- A VBP Participant is only eligible for tuition waiver benefits under the VBP. A VBP Participant cannot utilize any tuition waiver benefits from any other source, including the transfer of any tuition waiver benefits from a spouse who is a continuing employee.
- If the spouse of a VBP Participant is a continuing employee, the VBP Participant cannot transfer his/her tuition waiver benefits received through the VBP to the spouse.
- Two VBP Participants (or one VBP Participant and a continuing employee) may transfer each of their tuition waiver benefits received through the VBP to a dependent up to a maximum of forty-eight credit hours through the Spring semester of the 2016 – 2017 academic year.

### **Types of Courses and Number of Credit Hours**

- The Tuition Waiver for Participant/ spouse/ dependents can only be used for courses for academic credit offered at Morehead State University.
- The tuition waiver benefit is limited to a twenty-four (24) undergraduate credit hours regardless of the method of delivery (traditional, on-line, etc.) through the Spring semester of the 2016-17 academic year. Unlike MSU's traditional tuition waiver program, the waiver is not limited to six (6) hours per term. The twenty-four credit hours can be taken at any time after separation and through the Spring semester of the 2016-17 academic year.

### **Procedures**

- To utilize the tuition waiver benefit, the VBP Participant must contact the VBP Administrator for the appropriate form.
- If two VBP Participants transfer this tuition waiver benefit to a dependent, each VBP Participant must complete and submit the appropriate form.
- Requests must be submitted for approval **PRIOR** to the start of the term for which the tuition waiver is requested. The following timeline should be utilized:
  - a. Fall Semester – Requests should be submitted no later than August 1<sup>st</sup> to the Vice President's Office.
  - b. Spring Semester – Requests should be submitted no later than January 2<sup>nd</sup> to the Vice President's Office.
  - c. Summer Terms – Requests should be submitted no later than May 1<sup>st</sup> to the Vice President's Office.

*Requests submitted after the last day to add a class in any given semester will not be approved.*