

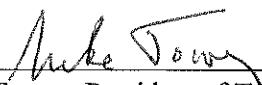
**Memorandum of Understanding  
Tacoma Community College (TCC) and TCC Federation of Teachers  
Voluntary Separation Incentive – Cash and VEBA**

The Tacoma Community College (hereinafter the “College”) and the Tacoma Community College Federation of Teachers (hereinafter the “Union”), hereby enter into and agree to the following memorandum of understanding.


This agreement is separate from and in addition to any retirement or separation incentives contained in the Faculty Negotiated Agreement (hereinafter referred to as the “Contract”). Employees who participate in this program will voluntarily sign an agreement which provides for separation from the employee’s tenured employment relationship with the College and a general release of all claims that the employee has or may have related to that tenured employment relationship. This program applies only to eligible tenured academic employees who have accumulated a minimum of ten (10) years of full-time academic employment at the College as of August 31, 2012. This is a one-time agreement and applies only to academic employees who voluntarily separate from employment with Tacoma Community College as of August 31, 2012, unless the parties mutually agree otherwise. College management has the sole right to accept or deny any application for this incentive, based on the following considerations:

1. Retention of adequate levels of skilled, talented workers in needed occupations and locations.
2. Retention of positions, occupations, and skills that are key to achieving the College’s mission and priorities.
3. The difficulty or cost of replacing employees with particular skill requirements or in certain locations.
4. Potential disruption of College programs or services due to the overall loss of experienced workers.
5. The overall cost of the incentive shall not exceed the savings to the College over the life of the agreement.

The agreement provides for a one-time cash incentive of up to fifty percent (50%) of one year’s base salary, at the time of separation, and a one-time employer contribution equal to \$937 per month, up to three years or the attainment of Medicare eligibility whichever comes first, into a Voluntary Employee Benefit Association (VEBA) Health Reimbursement Arrangement Plan, as authorized under IRC code section 501(c)(9). Any part of this agreement which is in violation with the faculty Contract or with state or federal law is null and void.

  
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Mike Towey, President of TCCFT  
Representing the TCCFT Academic Employees

11-10-2011  
\_\_\_\_\_  
Date

  
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Silvia Barajas, Vice President for Administrative Services  
Representing the TCC Management on Behalf of the  
Board of Trustees

11/10/2011  
\_\_\_\_\_  
Date