

**Memorandum of Agreement #133**  
**Between**  
**The College of New Jersey**  
**And**  
**The College of New Jersey Federation of Teachers, Local 2364, AFT**  
**Regarding**  
**Voluntary Separation from Service Incentive Plan for Faculty Members and Librarians**

In order to promote amicable employer-employee relations, The College of New Jersey (the College) and The College of New Jersey Federation of Teachers, Local 2364, AFT (the Union) hereby agree as follows in regard to a voluntary separation incentive plan that shall be available to certain members of the Union.

WHEREAS, during the Spring 2020 semester, a global pandemic associated with the novel coronavirus, COVID-19, prompted a nationwide shutdown of public establishments and businesses of every type and nature in New Jersey and throughout the country to protect the health and safety of its citizens, and which presently continues; and

WHEREAS, the public health emergency related to COVID-19, Executive Orders, and other governmental actions required major campus closures and changes in operations that have caused unforeseen and unprecedented reductions in revenues and increases in costs for the College, and

WHEREAS, in accordance with directives from the Governor and the Office of the Secretary of Higher Education, the College has been compelled to implement extensive modifications and adjustments in all aspects of instruction, research, and campus operations and may be compelled to do so for the foreseeable future, and

WHEREAS, the College incurred and is continuing to incur significant expenditures and reductions in campus operations revenues due to the pandemic; and

WHEREAS, due to the economic crisis caused by the pandemic and to achieve voluntary reductions in personnel costs:

The College and the Union hereby agree as follows:

1. The intent of this Memorandum of Agreement is to establish a Voluntary Separation Incentive Plan (VSIP) that will offer a financial incentive to separate from service to certain eligible long-term AFT unit faculty members and librarians.
2. The College recognizes the valuable contributions of these individuals and respects their many years of service to the institution and community.
3. The College would benefit from the cost-savings in salary and benefits from individuals who agree to separate from service.

4. Eligibility – Tenured faculty members and librarians who meet the minimum age and service criteria set forth in Paragraph 6 may apply for the incentive and shall be evaluated on a case-by-case basis. Evaluations are conducted at the discretion of College administration and a determination of ineligibility shall not be subject to the grievance procedure.

5. The VSIP shall be offered in two phases.

a. Phase 1 shall offer a financial incentive to eligible tenured faculty and librarians who agree to separate from employment as of June 30, 2021.

b. Phase 2 shall offer a lesser financial incentive to eligible tenured faculty and librarians who agree to separate from employment as of June 30, 2022. Under Phase 2, eligible tenured faculty and librarians shall have the option to reduce their teaching/librarian load by 50% while performing a mutually agreed upon alternative assignment within normal load during their terminal year. The alternative assignment will be determined in consultation with the dean, and then approved by the dean and provost. The College’s acceptance of the project proposal is irrevocable, and the faculty member’s good faith completion of the alternative assignment satisfies the faculty member’s obligation for completing said assignment.

c. For participants in this program, teaching summer/winter session classes beyond any summer/winter teaching included in the alternative assignment shall be compensated at the rates set forth in the parties’ Collective Negotiations Agreement. However, Incentive Compensation shall be calculated using the institutional base salary, excluding summer and winter teaching and overload and supplemental payments.

6. In consideration for their voluntary agreement to separate from service, eligible tenured faculty and librarians<sup>1</sup> who opt to separate from service shall receive an incentive as follows:

**A. Phase 1 – June 30, 2021 Separation Date**

<u>Minimum Age (as of 6/30/21)</u>	<u>Minimum Service (as of 6/30/21)</u>	<u>Incentive Compensation</u>
Age 65 or over	20 years of service	75% of institutional base salary
Age 65 or over	10 years of service	60% of institutional base salary
Age 60 or over	15 years of service	60% of institutional base salary
Age 55 or over	20 years of service	50% of institutional base salary

**B. Phase 2 – June 30, 2022 Separation Date**

<u>Minimum Age (as of 6/30/22)</u>	<u>Minimum Service (as of 6/30/22)</u>	<u>Incentive Compensation</u>
Age 65 or over	20 years of service	25% of institutional base salary
Age 65 or over	10 years of service	15% of institutional base salary

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<sup>1</sup> Any eligible tenured faculty or librarian who has, prior to the date of this Memorandum of Agreement, filed or indicated their intent to file for retirement in 2021 may be considered for participation in the VSIP unless the faculty member or librarian has previously executed a Separation Agreement and Release.

Age 60 or over	15 years of service	15% of institutional base salary
Age 55 or over	20 years of service	5% of institutional base salary

7. Eligible tenured faculty and librarians may apply for Phase 1 Separation only, Phase 2 Separation only, or may apply for both while identifying their first and second preference.

8. To apply for separation, the Application For Voluntary Separation Incentive Plan (the form of which is annexed hereto as Exhibit A) must be received by March 8, 2021. Applicants who are accepted for participation in the VSIP will be notified of acceptance by March 29, 2021. Separation election must be completed through submission of an executed Separation Election Agreement and Release (the form of which is annexed hereto as Exhibit B) received by the College's Office of Human Resources no later than April 19, 2021. Failure to submit the Separation Election Agreement and Release by April 19, 2021 shall constitute a non-revocable decision to not participate in the VSIP.

9. The College may limit the number of participants in this program based on business continuity and campus needs or any other operational reason. Approved participants may also be required to delay the effective date of separation from service based on departmental and/or campus needs, however in no event will an approved employee be informed of the delay later than April 15<sup>th</sup> of the year in which the June 30<sup>th</sup> separation is to occur. Any employee whose separation is delayed due to the needs of the College shall receive the full incentive compensation provided by the Phase in which they received initial approval. In the event an approved applicant chooses not to participate in the VSIP, the College reserves the right to offer participation in the VSIP to a previously denied applicant after the final separation election date. The College may discontinue this program at any time without notice and faculty members and librarians shall have no expectation that this program will be renewed in the future. Discontinuation of the VSIP program shall have no effect on any faculty member or librarian who has been accepted for participation in the VSIP prior to the discontinuation.

10. Eligible faculty members and librarians who agree to separate from service pursuant to this Memorandum of Agreement and the VSIP shall have an effective separation date of June 30, 2021 for Phase 1 and June 30, 2022 for Phase 2.

11. In consideration for their agreement to separate from service, eligible faculty members and librarians shall receive a lump-sum payment equal to 50% of the total pay-out (less required withholdings) payable on the first regular pay date of July of the calendar year of separation. An equal pay-out will be paid on the first regular pay period of July of the calendar year following separation. There will be no deductions for health care coverage made from these separation pay-outs.

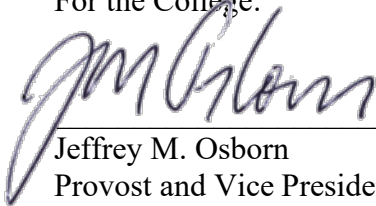
12. The College agrees to assist eligible faculty members and librarians who are eligible to retire from the State with processing their retirement applications to the Division of Pension and Benefits to expeditiously effectuate timely retirement.

13. The Union and participating eligible faculty members and librarians agree that separation from service under the terms of this Memorandum of Agreement is an irrevocable agreement to permanently separate from service with no expectation of rehiring.

14. The parties agree that this Memorandum of Agreement shall not be subject to the grievance procedure other than to enforce the payment provisions of Paragraph 6.
15. This Memorandum of Agreement shall not be deemed to set a precedent and shall not be cited in any other forum for any purpose except to enforce its terms.
16. Agreement to separate from service and acceptance of the monetary incentive to separate from service does not preclude any participating eligible faculty members and librarians from applying for retirement benefits provided by the parties' Collective Negotiated Agreement.
17. This Memorandum of Agreement shall not serve to modify the parties Collective Negotiated Agreement.

**In witness hereof, the Union and the College have acknowledged their understanding of this Memorandum of Agreement and affix their signatures below.**

For the College:

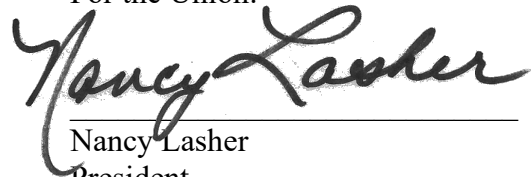


Jeffrey M. Osborn  
Provost and Vice President for Academic Affairs  
The College of New Jersey

February 5, 2021

Date

For the Union:



Nancy Lasher  
President  
TCNJFT, Local 2364, AFT

February 5, 2021

Date



James A. Felton III  
Vice President for Inclusive Excellence  
The College of New Jersey

February 5, 2021

Date