

Memorandum of Agreement #136
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 AFT Professional Staff (Athletics Coaches)

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 initially required major campus closures and continue to require significant 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 Professional Staff members, specifically coaches in the Department of Athletics (“Coach” or “Coaches”).
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 – Coaches who meet the minimum age and service criteria set forth in Paragraph 5 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. In consideration for their voluntary agreement to separate from service, eligible Coaches¹ who opt to separate from service shall receive an incentive as follows:

<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	50% of institutional base salary
Age 65 or over	10 years of service	40% of institutional base salary
Age 60 or over	15 years of service	40% of institutional base salary
Age 55 or over	20 years of service	30% of institutional base salary

6. 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 May 15, 2021. Applicants who are accepted for participation in the VSIP will be notified of acceptance by June 15, 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 July 6, 2021. Failure to submit the Separation Election Agreement and Release by July 6, 2021 shall constitute a non-revocable decision to not participate in the VSIP.

7. 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 July 1, 2021. 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 Coaches shall have no expectation that this program will be renewed in the future. Discontinuation of the VSIP program shall have no effect on any Coach who has been accepted for participation in the VSIP prior to the discontinuation.

8. Eligible Coaches who agree to separate from service pursuant to this Memorandum of Agreement and the VSIP shall have an effective separation date as follows:

Fall Sports:	between December 1, 2021 and March 1, 2022
Winter Sports:	between April 1 and July 1, 2022
Spring Sports:	between June 1 and September 1, 2022

¹ Any eligible Coach 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.

The effective separation date for eligible Coaches who coach teams in multiple seasons shall be within the time period for the latest season. The specific separation date shall be established by the College and communicated to the employee on the Separation Election Agreement and Release form; however, the College agrees that an individual employee's request for a specific separation date shall not be unreasonably denied.

9. In consideration for their agreement to separate from service, eligible coaches 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 the month following the separation date. An equal pay-out will be paid on the first regular pay period in the same month of the calendar year following separation. There will be no deductions for health care coverage made from these separation pay-outs.

10. The College agrees to assist eligible Coaches 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.

11. The Union and participating eligible Coaches 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.

12. 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 5.

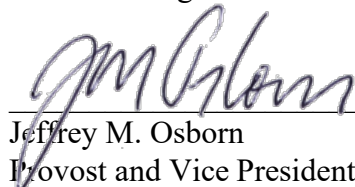
13. This Memorandum of Agreement shall not be deemed to set a precedent and shall not be cited in any other forum for any purpose except to enforce its terms.

14. Agreement to separate from service and acceptance of the monetary incentive to separate from service does not preclude any participating eligible Coaches from applying for retirement benefits provided by the parties' Collective Negotiated Agreement.

15. 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

04/20/2021
Date

For the Union:



Nancy Lasher
President
TCNJFT, Local 2364, AFT

04/20/2021
Date

A handwritten signature in black ink, appearing to read "J. A. Felton III". The signature is written in a cursive style with some stylized flourishes.

James A. Felton III
Vice President for Inclusive Excellence

04/20/2021

Date