

SETTLEMENT AGREEMENT

American Federation of Teachers Local 1839 and Dr. Joseph Moskowitz, Plaintiffs

v.

New Jersey City University, Defendant

Docket No, SC-000695-18

WHEREAS, on January 22, 2018, Arbitrator Susan Osborn issued an award in favor of Plaintiffs' American Federation of Teachers Local 1839 (hereinafter "AFT Local 1839") and Joseph Moskowitz (hereinafter, "Moskowitz") directing Defendant, New Jersey City University (hereinafter "Defendant" or NJCU) to pay Moskowitz the sum of \$3,000.00, and

WHEREAS said arbitration award was non-binding and was rejected by Defendant, and

WHEREAS, Plaintiffs AFT Local 1839 and Moskowitz, filed suit in the Superior Court of New Jersey, Special Civil Part, Hudson County, seeking the payment of \$3,000.00 based upon an alleged breach of a locally negotiated agreement between AFT Local 1839 and Defendant, NJCU, and

WHEREAS, Defendant denied that such breach occurred and moved to dismiss Plaintiffs' Complaint based on lack of subject matter jurisdiction, and

WHEREAS, on remand from the Superior Court of New Jersey, Appellate Division, Defendant's motion to dismiss was denied by order of Judge Martha D. Lynes, J.S.C. on October 15, 2019, and

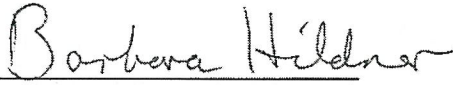
WHEREAS the parties have discussed this matter and are desirous of resolving Plaintiffs' claim without further resort to litigation

It is on this 28th day of January 2020, hereby AGREED as follows:

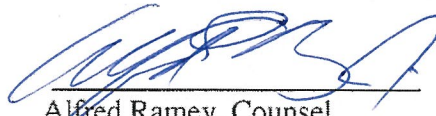
1. Defendant, NJCU shall pay to Plaintiff, Joseph Moskowitz, the sum of \$3,000.00 in full and final settlement of the above referenced suit. Payment shall be made as soon as administratively feasible following the signing of this agreement by all parties, but no later than thirty (30) days following the date of this agreement.
2. Plaintiffs' complaint shall be deemed to be withdrawn without prejudice upon the signing of this agreement by all parties. Plaintiffs' complaint shall be deemed to be withdrawn with prejudice upon receipt by Plaintiff Moskowitz of the payment set forth in paragraph one.
3. This settlement agreement shall not be deemed an admission by Plaintiffs that Defendant did not violate the subject contract, nor is it an admission by Defendant that it violated the subject contract.


4. The parties reserve and do not waive their respective positions with regard to this matter, including but not limited to those positions taken in the underlying grievance and the motion to dismiss the Complaint.
5. This Agreement shall not constitute a precedent and shall not be referred to by AFT Local 1839 or the University with respect to any other matters and/or disputes between them except as necessary to enforce the provisions of this Agreement in the same or similar circumstances in the future.
6. Anything to the contrary notwithstanding, the parties reserve the right to rely on any decision issued by an arbitrator or judge relating to Plaintiffs' cause of action, including but not limited to the decision of Arbitrator Susan Osborn dated January 22, 2018 and the decision of Judge Lynes dated October 15, 2019.
7. This Agreement constitutes the full and final settlement of all claims contained in the above referenced complaint, pending as Docket No. SC-000695-18.
8. This agreement is not intended to and shall not be construed as modifying any term or provision of any locally negotiated agreement between Plaintiff AFT Local 1839 and Defendant NJCU, nor shall this agreement be construed as modifying any term or provision of the Statewide collective negotiations agreement between the State of New Jersey and the Council of New Jersey State College Locals.
9. No further payments are due to any party hereunder except as expressly set forth in paragraph one, and each side shall be responsible for bearing its own fees and costs.

For Plaintiffs


Barbara Hildner, President
AFT Local 1839
Dated: 1/23/20

For Defendant, NCJU


Alfred Ramey, Counsel
New Jersey City University
Dated: 1/28/20


Dr. Joseph Moskowitz
Dated: