

**LETTER OF AGREEMENT
ON A
VOLUNTARY FACULTY SEPARATION PROGRAM**

To promote amicable employer-employee relations between New Jersey City University ("the University"), AFT Local 1839 ("the Union"), hereafter "the parties" hereby agree to the following:

A. The Voluntary Faculty Separation Program provides an opportunity for eligible tenured faculty to plan their separation from service with the University. This program is effective from January 1, 2023 to June 1, 2023.

B. Eligibility

1. Participants must have served a minimum of ten (10) years at the University.
2. Eligible faculty who wish to participate in the program must submit their request to separate from employment under the terms of this program no later than December 23, 2022.
3. Faculty who receive a notice that their position has been identified for layoff are eligible to participate and shall be automatically approved. However, the application pool shall be capped to ten (10) faculty members who have not received a layoff notice for the duration of this Separation Program.
4. Faculty who receive a notice of non-reappointment are not eligible to participate.
5. Faculty who have submitted notice of separation from service with the University prior to the December 1, 2022 shall not be eligible to participate in this program.

C. Requirements

1. Approved participating faculty must officially resign from the University under the terms of this Program.
2. Participants must sign an Agreement to Separate and submit to the Dean and Provost by no later than December 23, 2022, as provided in B. 2. The participant's agreement letter will state the separation shall be effective May 26, 2023. The University's Office of Human Resources shall provide the Union with a copy of each faculty Agreement to Separate letter.
3. The faculty workload for participants in this Separation program shall be a maximum teaching credit load of fifty percent (50%) for the spring 2023 semester. In no event shall the total assignment exceed fifty percent (50%) of a full-time faculty load.
4. Participating faculty shall be compensated at one hundred percent (100%) of the remainder of their annualized ten-month (10) salary for spring 2023 up to the effective date of separation of May 26, 2023.
5. Participants who used any or all unpaid furlough days pursuant to the Memorandum of Agreement to Address the Financial Emergency of 2022-2023, paragraph #1, shall be:

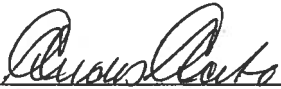
- a). Reimbursed for the value of used unpaid furlough days on the date of separation from the University; and
- b) Excused from the obligation to use any unused furlough days from the day they submit the notice to separate pursuant to paragraph C2. above.

D. Terms

- 1. The act of signing the Agreement to Separate is an irrevocable commitment. For informational purposes, a copy of the Agreement to Separate letter shall be appended hereto.
- 2. This Letter of Agreement shall remain in effect until June 1, 2023, unless the parties invoke paragraph D.3 below.
- 3. In the event the parties desire to extend or renegotiate this Agreement, in whole or in part, notice shall be given to either party thirty (30) days prior to the expiration of this Agreement.
- 4. This Letter of Agreement shall not serve to amend, modify, or change the existing terms of the parties' Collective Negotiations Agreement.

In WITNESS HEREOF, the University and AFT Local 1839 have acknowledged their understanding of the Letter of Agreement and affix their signatures below.

For the University:



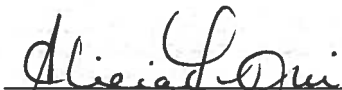
Andrés Acebo
EVP and University Counsel
Date: 12/13/2022

For the Union:



Barbara Hildner, President Local 1839

Date: 12-14-22



Alicia Franqui
AVP, Human Resources



William Calathes, Chief Negotiator

Date: 12-14-22

On behalf of the Council, AFT:



Debra L. Davis, Sr. Staff Representative

Date: 12-14-22