

LETTER OF AGREEMENT # 145
KEAN FEDERATION OF TEACHERS, LOCAL 2187

-and-

KEAN UNIVERSITY

WHEREAS, during the Spring 2020 semester, a global pandemic associated with the novel coronavirus, COVID-19, prompted a nationwide shutdown of public establishments and business 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 Order 104 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 University, and

WHEREAS Kean University discontinued in-person instruction and services as a result of the pandemic and related directives from the Governor of the State of New Jersey, but continued to offer instruction to students through distance and remote learning, and to make 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, Kean University incurred and is continuing to incur significant expenditures, reductions in campus operations revenues, and reductions in state operating appropriations due to the pandemic, and

WHEREAS, due to the economic crisis caused by the pandemic, and to achieve voluntary personnel savings,

IT IS ON THIS DAY OF June 17, 2020, Kean University (the University) and the Kean Federation of Teachers, Local 2187, (the Union) HEREBY AGREE AS FOLLOWS:

1. The intent of this Memorandum of Agreement is to offer a financial incentive to retire to certain eligible long-term AFT unit members whose retirement would generate savings to the University.
2. The University recognizes the valuable contributions of these individuals and respects their many years of service to the institution and community.
3. The University would benefit from the cost-savings in salary and benefits from individuals who agree to retire.
4. Eligibility

Tenured Faculty

The following areas and numbers shall be eligible without restriction.

- a. History (3) positions.
- b. Political Science (3) positions.
- c. Design (1) position.
- d. School of Curriculum and Teaching (3) positions.
- e. English Studies (4) positions

f. Education and Literacy (3) positions.

All remaining tenured faculty may apply for the incentive and shall be evaluated on a case by case basis. Evaluations are done at the discretion of management and a determination of ineligibility shall not be subject to the grievance procedure.

Professional Staff

All Professional Staff may apply for the incentive and shall be evaluated on a case by case basis. Evaluations are done at the discretion of management and a determination of ineligibility shall not be subject to the grievance procedure.

5. In consideration for their agreement to retire, AFT eligible unit members who opt to retire by June 30th, shall receive a lump-sum payment equal to:

\$115,000 or higher – 40%;

\$100,000 or higher – 30%

All remaining – 25%

as soon as reasonably possible following July 1, 2020 retirement.

In consideration for their agreement to retire, AFT eligible unit members who opt to retire by December 31st, shall receive a lump-sum payment equal to:

\$115,000 or higher – 20%;

\$100,000 or higher – 15%

All remaining – 12.5%

as soon as reasonably possible following December 31, 2020 retirement.

6. AFT unit members who agree to retire pursuant to this Memorandum of Agreement shall have an effective retirement date of July 1, 2020 or January 1, 2021.

7. The University agrees to assist employees with processing their retirement applications to the Division of Pension and Benefits to expeditiously effectuate the retirement date of July 1, 2020.

8. The Union and participating AFT unit members agree that retirement under the terms of this Memorandum of Agreement is an irrevocable agreement to retire.

9. The parties agree that this Memorandum of Agreement shall not be subject to subject to the grievance procedure other than to enforce the payment provisions of Article 5.

10. 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.

11. Agreement to retire and acceptance of the monetary incentive to retire does not preclude any participating AFT member from applying for retirement benefits provided by the parties Collective Negotiated Agreement.

12. This Memorandum of Agreement shall not serve to modify the parties Collective Negotiated Agreement.

FOR THE UNIVERSITY:

A handwritten signature in black ink, appearing to be a stylized name with several overlapping strokes.

Date: June 17, 2020

FOR THE UNION:

A handwritten signature in black ink, consisting of three distinct, stylized characters.

Date: June 17, 2020