

RUTGERS FACULTY REPRESENTED BY AAUP-AFT

APPLICATION FOR FACULTY TRANSITION TO RETIREMENT PROGRAM (FTTRP)

I. DESCRIPTION OF THE FACULTY TRANSITION TO RETIREMENT PROGRAM:

This Faculty Transition to Retirement Program ("FTTRP") is a faculty voluntary transition program. Faculty members who meet the eligibility criteria set forth below will have an opportunity to apply to participate in the FTTRP. Participating faculty members will relinquish their tenure by way of retirement in exchange for a term contract as set forth below.

II. FACULTY TRANSITION TO RETIREMENT PROGRAM ELIGIBILITY: The FTTRP is available only to faculty members who meet the following minimum requirements.

1. Must be a full-time tenured faculty member at Rutgers University ("Rutgers" or "University") and a member of the AAUP-AFT bargaining unit.
2. Must be a member of the Alternate Benefit Program ("ABP").
3. Must be at least 55 years of age on June 30 of the year in which the application is made.
4. Must have at least 10 years of service at Rutgers on June 30 of the year in which the application is made. For purposes of this criterion, service for both full semesters of the academic year shall constitute one year of service.

III. FACULTY TRANSITION TO RETIREMENT PROGRAM APPLICATION AND

ELECTION PERIOD: The annual FTTRP election period shall be the period between the date in the spring semester on which distribution to eligible faculty of FTTRP documents is made and the date on which completed applications are due in the dean's office. Eligible faculty members wishing to participate in the FTTRP must file the Application and Election Form provided by the University during this period. Forms must be received by the faculty member's dean on or before 4:30 PM on April 1 of the year in which the application is made.

IV. EFFECTIVE DATE OF TENURE RELINQUISHMENT: The effective date of tenure relinquishment shall be July 1 of the academic year following the faculty member's application. Faculty members shall also separately submit promptly an Application for Retirement Allowance. The form should be submitted to University Human Resources Benefits Department whose telephone number is 848-932-3990. The form is available on the University Human Resources website (<http://uhr.rutgers.edu>).

V. TENURE RELINQUISHMENT AND RELEASE: The FTTRP Application and Election Form shall contain: 1) notice that the faculty member is officially retiring from the University effective July 1 of the academic year following the faculty member's application, 2) an application for re-employment under the terms of this FTTRP, 3) an agreement that the faculty member relinquishes tenure effective on the effective date of the faculty member's retirement, and 4) a general release.

VI. TERM OF RE-EMPLOYMENT CONTRACTS AT INCEPTION OF FTTRP: Eligible faculty members who apply for and are approved to participate in the FTTRP will announce their retirement and then enter into a re-employment contract of up to three years; provided, however, that there shall be no such re-employment contract with a term longer than one year that expires on or after [the date that is five years after the effective date of N.J.A.C. 17:7-8.11, as amended], and any such re-employment contract with a term longer than one year that purports to expire on or after [the date that is five years after the effective date of N.J.A.C. 17:7-8.11, as amended] shall be deemed to expire on [the date that is five years after the effective date of N.J.A.C. 17:7-8.11, as amended], and neither the faculty member nor the AAUP-AFT shall have any right or recourse;

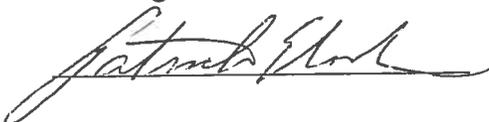
VII. TERM OF RE-EMPLOYMENT CONTRACTS ON AND AFTER [the date that is five years after the effective date of N.J.A.C. 17:7-8.11, as amended]. As of [the date that is five years after the effective date of N.J.A.C. 17:7-8.11, as amended], eligible faculty members who elect and are approved to participate in the FTTRP will announce their retirement and then enter into a re-employment contract of up to one year.

VIII. WORKLOAD AND COMPENSATION: The terms of re-employment will not exceed 50 percent of a full-time faculty load, as approved by Rutgers. Compensation shall be proportional with the re-employment employment assignment approved by Rutgers, not to exceed 50 percent of the faculty member's final year's academic base. As retirees, participating faculty have no claims of tenure or other rights and/or obligations of a tenured member of the faculty.

IX. EMPLOYMENT STATUS: Participating faculty shall remain members of the AAUP-AFT bargaining unit. Participating faculty members shall continue to be subject to the rules, regulations and standards applicable to faculty members including the terms of the collective negotiations agreement as outlined in Attachment A. Suspension or termination of a participating faculty member's employment pursuant to the applicable rules, regulations and standards shall have the same effect upon the faculty member's compensation as applicable to other non-tenured faculty members. All re-employment contracts shall be reported to the AAUP-AFT within 30 calendar days of execution.

X. EFFECTIVE DATE: July 20, 2015

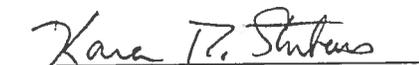
For Rutgers AAUP-AFT



Date:

9/8/15

For Rutgers, The State University of New Jersey



Date:

9/8/15

RUTGERS FACULTY REPRESENTED BY AAUP-AFT

APPLICATION FOR FACULTY TRANSITION TO RETIREMENT PROGRAM (FTTRP)

Attachment A

The parties agree that eligible faculty enrolled in the Program shall remain in the AAUP-AFT bargaining unit under the terms of the collective negotiations agreement except that they will be excluded from the following articles of the collective negotiations agreement:

Article VIII

Article X

Article XI

Article XII

Article XIII

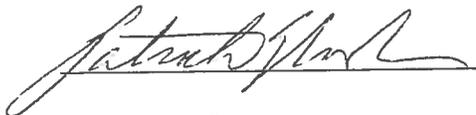
Article XIV

Article XXIII

Article XXIV

Article XXV

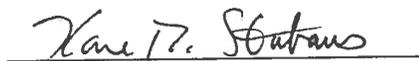
For Rutgers AAUP-AFT



Date:

9/8/15

For Rutgers, The State University of New Jersey



Date:

9/8/15

RUTGERS, THE STATE UNIVERSITY
FACULTY TRANSITION TO RETIREMENT PROGRAM

Frequently Asked Questions

Q1. What is the “Faculty Transition To Retirement Program (‘FTTRP’)?”

A. The FTTRP is a faculty voluntary transition program. Faculty members who meet the eligibility criteria set forth in the FTTRP will have an opportunity to apply to participate in the FTTRP. Participating faculty members will relinquish their tenure by way of retirement in exchange for a term contract as set forth in the FTTRP.

Q2. Who is eligible to participate in the FTTRP?

A. The FTTRP is available only to faculty members who meet the following minimum requirements:

1. Must be a full-time tenured faculty member at Rutgers, The State University (“Rutgers” or “University”);
2. Must be a member of the Alternate Benefit Program (“ABP”);
3. Must be at least 55 years of age on June 30 of the year in which the application is made; and
4. Must have at least 10 years of service at Rutgers on June 30 of the year in which the application is made. For purposes of this criterion, service for both full semesters of the academic year shall constitute one year of service.

Q3. Are Rutgers faculty members who are not represented by the AAUP-BHSNJ or the AAUP-AFT eligible to participate in the FTTRP?

A. Yes, if they meet the FTTRP eligibility requirements stated above.

Q4. How can eligible applicants apply for the FTTRP?

A. Eligible faculty members wishing to participate in the FTTRP must file the Application and Election Form provided by the University during the period between the date in the spring semester on which distribution to eligible faculty of these FTTRP documents is made and the date on which completed applications are due in the dean's office (April 1 of the academic year before the faculty member's retirement).

The FTTRP Application and Election Form shall contain: 1) notice that the faculty member is officially retiring from the University effective July 1 of the academic year following the faculty member's application, 2) an application for re-employment under the terms of this FTTRP, and 3) an agreement that the faculty member relinquishes tenure effective on the effective date of the faculty member's retirement.

These forms must be received by the faculty member's dean on or before 4:30 PM on April 1 of the year in which the application is made.

Applicants shall also separately submit promptly an Application for Retirement Allowance. The form should be submitted to University Human Resources Benefits Department, 848-932-3990. The form is available on the University Human Resources website:

http://uhr.rutgers.edu/sites/default/files/form_applications/ABPRetirementAllowance_2.pdf

Q5. When is the effective date of an applicant's tenure relinquishment?

A. The effective date of tenure relinquishment shall be July 1 of the academic year following the faculty member's application ("Effective Date").

Q6. After submission of the FTTRP Application and Election Form and the Application for Retirement Allowance, can the applicant's retirement and application to the FTTRP be revoked?

A. Yes, by written cancellations of the FTTRP application and the Application for Retirement Allowance, received before the close of business on the last business day before July 1 following the faculty member's application. After that time, neither the FTTRP application nor the Application for Retirement Allowance can be revoked.

Q7. What are the terms and conditions of re-employment under the FTTRP?

A. The terms of re-employment will not exceed 50 percent of a full-time faculty load, as approved by Rutgers. Compensation shall be proportional with the re-employment employment assignment approved by Rutgers, not to exceed 50 percent of the faculty member's final year's academic base salary. As retirees, participating faculty have no claims of tenure or other rights and/or obligations of a tenured member of the faculty.

Participating faculty shall not be members of the AAUP-BHSNJ bargaining unit. Participating faculty who are members of the AAUP-AFT bargaining unit will maintain this status so long as they meet the eligibility requirements set forth in the Recognition provision of the collectively negotiated agreement.

As a condition of participating in the FTTRP, applicants who are accepted by the University must complete, date and sign a Separation Agreement and General Release form as provided by the University ("Separation Agreement") on or after the Effective Date and submit the signed Separation Agreement to the Office of Academic Labor Relations, 178 Ryders Lane, Suite 310, New Brunswick, NJ 08901-8556 on the Effective Date or within the following four business days.

Q8. Are participants in the FTTRP required to wait 30 days following retirement before resuming their employment with Rutgers?

A. No. Employment under the FTTRP may begin immediately following the effective date of the faculty member's retirement.

Q9. What is the period of re-employment under the FTTRP?

A. Pursuant to the terms of this program, eligible faculty members who apply for and are approved to participate in the FTTRP with a retirement

date of July 1 will announce their retirement and then enter into a re-employment contract of up to one year, as approved by Rutgers.

Q10. Are participants in the FTTRP eligible for health benefits under the State Health Benefits Program (“SHBP”)?

A. As retirees, participants in the FTTRP are ineligible for active employee coverage under the SHBP. Like other retirees, FTTRP participants may be eligible for coverage under SHBP Retired Group coverage.

Q11. Are participants in the FTTRP eligible for University employee benefits?

A. The University will consider an FTTRP participant to be retired, and not an active University employee, for all purposes pertaining to University policies that govern employee benefits.

Q12. Would faculty members who are not otherwise eligible for coverage under SHBP Retired Group coverage become eligible as participants in the FTTRP?

A. No.

Q13. Are participants in the FTTRP entitled to Retiree Dependent Children tuition benefits?

A. Eligibility for dependent tuition remission is governed by University Policy 60.2.1.C.3. FTTRP participants shall be considered “retired employees” for purposes of Policy 60.2.1.C.3.

Q14. Is a participant in the FTTRP subject to requirements under the ABP to take distributions from the participant’s ABP retirement account?

A. Yes. Faculty members considering an FTTRP application should be familiar with up-to-date ABP information published by the State of New Jersey, Division of Pensions and Benefits. (This information is also referenced at this webpage:

<http://uhr.rutgers.edu/sites/default/files/userfiles/ABPRetirementAllowance.pdf>, see page 2)

Q15. Once a participant in the FTTRP has taken a distribution from the participant's ABP retirement account, can the participant make further contributions to the participant's ABP retirement account?

A. No. Under ABP rules, once an ABP member takes a distribution, the member is automatically considered retired, regardless of age, and cannot participate in any State-administered retirement system, including the ABP.

Q16. Will participants in the FTTRP be granted to Emeritus status upon retirement?

A. Qualification for Emeritus status is governed by University Policy 60.5.3.I.B. An FTTRP participant who qualifies under that Policy shall be granted Emeritus status.



Faculty Transition to Retirement Program

Application and Election Form

Pursuant to New Jersey law and regulation, and the University’s collective negotiations agreements with AAUP-AFT and AAUP-BHSNJ, the Faculty Transition to Retirement Program (FTTRP) is a voluntary initiative to transition Rutgers faculty members into retirement, while continuing to provide the excellent education that has become a hallmark of Rutgers, the State University of New Jersey (“Rutgers”). In order to participate in this program, faculty members must meet certain eligibility criteria:

- Eligible faculty members must be full-time tenured faculty members; and
- Eligible faculty members must be enrolled in the Alternate Benefit Program (ABP); and
- Eligible faculty members must be at least 55 years of age as of June 30 of the year in which the application is made; and
- Eligible faculty members must have at least 10 years of service at Rutgers (inclusive of service at UMDNJ) on June 30 of the year in which the application is made. For the purposes of determining eligibility, service in both full semesters of the academic year shall constitute one year of service.

PLEASE COMPLETE THE FOLLOWING, sign and date this Application and Election Form and submit it to the Department Chair no later than April 1 of the year in which the application is made. NOTE THAT EACH APPLICATION FOR THE FTTRP MUST BE APPROVED BY THE DEPARTMENT CHAIR, DEAN, ACADEMIC LABOR RELATIONS AND UNIVERSITY HUMAN RESOURCES BEFORE AN EMPLOYEE IS ABLE TO PARTICIPATE IN THIS PROGRAM.

Employee’s Name: _____ **NetID:** _____

Title: _____

Campus/Department/School: _____

Date of Birth: _____ **Date of Hire at Rutgers:** _____

Home Address: _____

E-Mail: _____ **Phone:** _____

Tenure: Yes No

Unit Affiliation: AAUP-AFT AAUP-BHSNJ NONE

Academic Year for which I am applying to participate in FTTRP: _____

I hereby apply to participate in the FTTRP starting on July 1, 2____ (“Effective Date”). I certify that, to the best of my knowledge, I meet the above listed criteria to participate in the FTTRP. In addition, I am officially retiring from Rutgers University effective on the Effective Date, agree to (a) submit promptly to University Human Resources a completed Application for Retirement Allowance form, (b) relinquish my tenure effective on the Effective Date, and (c) sign and tender to the Office of Academic Labor Relations, 178 Ryders Lane, Suite 310, New Brunswick, NJ 08901-8556, within four business



Faculty Transition to Retirement Program

Application and Election Form

days after the Effective Date a completed, signed and dated Agreement and General Release form.

EMPLOYEE SIGNATURE: _____ DATE: _____

PLEASE NOTE – If the application is approved by the Department Chair, Dean and the Office of Academic Labor Relations, years of service at Rutgers and participation in the ABP retirement system shall be independently verified by Rutgers University Human Resources (UHR). If it is determined that a faculty member does not have appropriate service credit to be eligible to participate in the FTTRP, the faculty member shall be contacted by UHR, and may apply in subsequent years, once eligibility criteria have been met.

To be completed by the Department Chair:

Applicant's final full-time faculty load (% FTE): _____

Brief Description of Applicant's final full-time faculty job responsibilities:

Applicant's Final Year Academic Base Salary: \$ _____

Academic Year Approved for Participation in FTTRP: _____

Salary to be Paid in FTTRP: \$ _____

Load to be Worked While on FTTRP (% FTE): _____

Brief Description of Applicant's job responsibilities while on FTTRP:

DEPT. CHAIR SIGNATURE: _____ DATE: _____

DEPT. CHAIR NAME: _____ PHONE: _____



Faculty Transition to Retirement Program

Application and Election Form

To be completed by the Dean:

Dean's Name: _____

Approved

Not Approved

Dean's Signature: _____

Date: _____

Upon approval by the Dean, submit this form for final approval to the Office of Academic Labor Relations (oyalr@oq.rutgers.edu or 178 Ryders Lane, Suite 310, New Brunswick, NJ 08901-8556).

To be completed by Academic Labor Relations:

Subject to verification of years of service at Rutgers and years of pensionable service in the ABP retirement plan by University Human Resources, the application _____ is consistent or _____ is not consistent with the parameters of the FTTRP.

Print Name: _____

Signature: _____

Date: _____

To be completed by University Human Resources:

_____ Years of service at Rutgers

_____ Faculty member is enrolled in the ABP retirement system

_____ Faculty member has filed an ABP Application for Retirement Allowance form

Print Name: _____

Signature: _____

Date: _____

Copies of the completed form should be returned to the employee, Department Chair, Dean and University Human Resources.

AGREEMENT AND GENERAL RELEASE

This Agreement and General Release (“Agreement”) is made and entered into by and between Rutgers, The State University of New Jersey (“Rutgers” or “University”) and _____ (“Participant”) (collectively, “Parties”).

WHEREAS, Participant was employed by the University as a faculty member with tenure; and

WHEREAS, Participant is/was a member of the collective negotiations unit represented by the AAUP-AFT and the University’s Faculty Transition to Retirement Program (“FTTRP”), and its requirements including the execution of this Agreement, was negotiated with that collective negotiations unit consistent with applicable New Jersey law and regulations; and

WHEREAS, Participant is eligible to participate in the FTTRP, as of July 1, ____ (the “Effective Date”); and

WHEREAS Participant has submitted to the University (a) a FTTRP Application and Election Form and (b) an Application for Retirement Allowance form; and

WHEREAS the University has accepted Participant’s application and agreed to re-employ Participant under the FTTRP and its terms and conditions; and

WHEREAS under the FTTRP, Participant has agreed to execute and provide to the University this Agreement, effective on the Effective Date, as a condition for participation in and re-employment under the FTTRP; and

WHEREAS participant is willing to enter into this Agreement to facilitate participant’s participation in the FTTRP and resolve finally and completely any and all claims, whether or not arising under Participant’s employment relationship with the University, that Participant has or may have against the University;

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth below, the adequacy of which are acknowledged, and intending to be legally bound, the Parties agree as follows:

1. General Release. Participant, on behalf of Participant and Participant's heirs, executors, administrators and assigns, does irrevocably and unconditionally release and discharge the University and its boards, board members, officers, directors, trustees, employees, agents, attorneys, independent contractors, insurers, representatives, and assigns, and all of its or their parent, subsidiary, predecessor, successor, or affiliate entities (collectively, "Releasees") of and from any and all debts, obligations, grievances, claims, demands, suits, judgments, or causes of action of any kind whatsoever, whether known or unknown, foreseen or unforeseen, in law or in equity, that could be or have been raised against any of the Releasees in tort, in contract, by statute, or on any other basis for injunctive relief or compensatory, punitive, or other damages (including, but not limited to, emotional distress damages, pain and suffering, loss of enjoyment of life, loss of salary or wages, and all attorneys' fees and costs), expense reimbursements, disbursements, and interest or costs of any kind, including, but not limited to, all rights and claims, whether in law or in equity, which Participant, any assignee, or anyone acting through Participant, Participant's estate, or on behalf of participant or otherwise, could assert, including, but not limited to, claims under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act of 1990, 29 U.S.C. § 621, et seq.; Federal False Claims Act, 31 U.S.C. §§3729, et seq.; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e, et seq., ("Title VII"); the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. §§1981, et seq., ("Civil Rights Act"); the Civil Rights Act of 1991, as amended, 42 U.S.C. §§1981a, et seq. ("CRA of 1991"); the Civil Rights Act of 1866; the Employee

Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§1001, et seq.; the Americans With Disabilities Act; Executive Orders 11246 and 11141; the Family and Medical Leave Act, 29 U.S.C. §§2601, et seq. (“FMLA”); the Fair Labor Standards Act, 29 U.S.C. §§201, et seq. (“FLSA”); the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. (“LAD”); New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq. (“FLA”); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq. (“CEPA”); the Equal Pay Act, 29 U.S.C. §§201 et seq. (“EPA”); the Rehabilitation Act, 29 U.S.C. §§701, et seq. (“RA”); Whistleblower Protection Statutes, 10 U.S.C. §2409, 12 U.S.C. §1831; 31 U.S.C. §5328, 41 U.S.C. §265 (collectively as “WPS”); the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, et seq., (“WHL”); the New Jersey Discrimination in Wages Laws, N.J.S.A. 34:11-56.1, et seq. (“DWL”); the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1, et seq. (“WPL”); any and all federal or New Jersey education laws; the New Jersey Constitution; the U.S. Constitution; and/or any and all other federal, state and local law claims, whether statutory or common law, including, but not limited to, *qui tam* claims, whistleblower claims, and claims of personal injury, breach of contract, unlawful discharge from employment, defamation, tortious interference with economic advantage, tortious interference with contract, discrimination on the basis of age, ancestry, atypical hereditary cellular or blood trait, liability for service in the Armed Forces of the United States, color, creed, handicap, marital status, national origin, nationality, sex, race, sexual orientation, veteran’s status, or any other protected category, or breach of a collectively negotiated agreement.

This Release is intended by the Parties to be construed to release any and all claims and rights arising on or before the date of the execution of this Agreement, including any claim for

attorneys' fees and costs, to the fullest extent permitted by law. This Release does not apply to claims of breach of this Agreement.

This Release does not state, admit, suggest or imply that Releasees are in any way liable to Participant. To the contrary, (a) Releasees specifically state that they have not violated or abridged any federal, state, or local law or ordinance, ethical obligation, or any right or obligation that they may owe or may have owed Participant, contractual or otherwise, and (b) by making this Agreement, Participant acknowledges that the Releasees do not admit that they have done anything wrong.

2. Retirement; Express Waiver of Tenure Rights. Participant acknowledges that under the FTTRP, application to participate in the FTTRP included as a condition that Participant (a) formally retire from Participant's tenured faculty position and (b) relinquish any and all rights which Participant may have by virtue of Participant's having acquired tenure during the course of Participant's employment. Participant acknowledges that, as part of the application process to participate in FTTRP, Participant formally retired from such tenured faculty position and Participant relinquishes any and all such rights, and expressly waives any tenure claim, whether known or unknown, which Participant may have in relation to or against the Releasees, or any of them, which existed prior to, or may exist subsequent to, the Effective Date.

3. Agreement To Refrain From Filing Claims. Participant represents that there are no pending lawsuits, charges, grievances, or other claims of any nature whatsoever by or on behalf of Participant against any of the Releasees in any state or federal court or any agency or other administrative body or arbitration setting. Further, Participant agrees, to the fullest extent permitted by law, that Participant will not institute any lawsuit, charge, or other claim of any

nature whatsoever against any of the Releasees in any forum, based upon any events, whether known or unknown, occurring prior to the date of the execution of this Agreement, including, but not limited to, any event related to, arising out of, or in connection with Participant's employment with the University or the termination of that employment. Further, Participant agrees, to the fullest extent permitted by law, that Participant will not request, authorize or direct the filing or prosecution of any grievance or other claim based upon representation of Participant by a collective negotiations representative, Participant's membership in a collective negotiations unit, or any collectively negotiated agreement, based upon any events, whether known or unknown, occurring prior to the date of the execution of this Agreement. Participant further hereby assigns to the University any right Participant may have to recover monetary relief of any kind in any grievance or other proceedings brought on Participant's behalf by any collective negotiations representative. This Agreement does not affect whatsoever rights, if any, Participant may have to file charges with any governmental agency. However, Participant hereby assigns to the University any right Participant may have to recover monetary relief of any kind in any lawsuit or other proceedings brought on Participant's behalf with respect to any such administrative charges.

4. Consideration. In consideration for Participant's acceptance of and agreement to be bound by the terms of this Agreement, including, but not limited to, paragraphs 1 and 2 above, the University agrees to employ Participant under the terms and conditions of the FTTRP ("Consideration").

5. No Further Payments or Other Benefits Due. The payments and benefits provided to Participant under the FTTRP are the only payments or benefits to which Participant is entitled

from the University. Participant acknowledges that the University has no obligation to make any other payments or provide any other benefits of any kind.

6. No Future Employment. Except for Participant's employment under the FTTRP, the University shall have no obligation to employ Participant in any capacity presently or at any time in the future. Except for Participant's employment under the FTTRP, Participant shall be prohibited from applying for or otherwise seeking or accepting any employment at the University or any of its divisions, units, departments, or other entities, and Participant agrees that Participant will not engage in such conduct. Participant covenants not to bring any action, suit, administrative or other legal proceeding against the University or any of the other Releasees on account of a refusal to consider Participant for employment or to employ Participant in any capacity whatsoever in the future except for Participant's employment under the FTTRP, and waives any and all such rights or claims to the fullest extent permitted by law. Participant further agrees that should Participant inadvertently apply for or obtain employment by the University or any of its divisions, units, departments, or other entities, Participant will immediately withdraw any such application or resign such employment upon learning that Participant has applied for such employment or has become so employed.

7. Confidentiality of this Agreement.

a. Participant agrees that the existence and terms of this Agreement are to be kept strictly confidential by Participant to the fullest extent permitted by law. In the event that Participant receives a subpoena or other formal or informal request for such information or if Participant believes disclosure is required by law, Participant shall notify Paula Mercado Hak, the University's Assistant Vice President for Academic Labor Relations, promptly and prior to any such disclosure as follows: The notice must be delivered by express mail to Ms. Mercado

Hak at the Office of Academic Labor Relations, 178 Ryders Lane, Suite 308, New Brunswick, NJ 08901-8556.

b. Release of this Agreement by the University shall not negate or impact in any way the obligations set forth in subparagraph a. above.

8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the matters addressed herein; provided, however, that the statements, certifications and representations contained in the Application and Election Form submitted by Participant are incorporated into this Agreement. There are no other agreements, promises, understandings, obligations, covenants, or representations between the Parties. This Agreement may not be amended, revoked, changed or modified except upon a written agreement signed by Participant and the Assistant Vice President for Academic Labor Relations. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by the Party against whom the waiver is asserted.

9. Governing Law and Forum Selection. This Agreement shall be governed and interpreted in all respects in accordance with the laws of New Jersey without regard to conflicts of laws provisions. Any dispute, controversy, or claim arising out of or related to this Agreement shall be submitted to and decided by binding arbitration to be conducted within the State of New Jersey. Unless the Parties agree otherwise in writing, arbitration shall be administered exclusively by a retired New Jersey Supreme Court Justice, a retired New Jersey Superior Court Judge, or a retired federal court of appeals, district or magistrate judge and shall be conducted consistent with the rules, regulations, and requirements imposed by the State of New Jersey. Any arbitration award shall be final and binding upon the Parties. In any such proceeding, each party shall be responsible for its own attorneys' fees and costs. In the event

any party challenges any arbitration award in court, said challenge shall be venued in the Superior Court of New Jersey, Middlesex County and shall be determined in accordance with the laws of New Jersey without reference to conflicts of laws.

10. Severability. Participant agrees that if any provision of this Agreement is determined by a court to be illegal, invalid, or unenforceable, that provision shall not be a part of this Agreement. The legality, validity and enforceability of the remaining provisions shall not be affected by a determination that a provision of this Agreement is illegal, invalid or unenforceable.

11. BY SIGNING THIS AGREEMENT, PARTICIPANT STATES THAT:

PARTICIPANT HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OR COLLECTIVE NEGOTIATIONS REPRESENTATIVE PRIOR TO EXECUTING THIS SEPARATION AGREEMENT AND GENERAL RELEASE, AND HAS BEEN AFFORDED A FULL AND ADEQUATE OPPORTUNITY TO REVIEW WHETHER TO APPLY TO THE FTTRP AND EXECUTE THIS SEPARATION AGREEMENT AND GENERAL RELEASE WITH AN ATTORNEY OF THE PARTICIPANT'S CHOICE;

PARTICIPANT UNDERSTANDS THAT UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, AND THE OLDER WORKERS BENEFIT PROTECTION ACT, AS AMENDED, PARTICIPANT IS ENTITLED TO A PERIOD OF AT LEAST 21 DAYS WITHIN WHICH TO REVIEW AND CONSIDER THIS AGREEMENT BEFORE SIGNING IT;

PARTICIPANT UNDERSTANDS THAT IF PARTICIPANT SIGNS THIS AGREEMENT PRIOR TO THE END OF THE 21-DAY TIME PERIOD, PARTICIPANT CERTIFIES THAT, IN ACCORDANCE WITH 29 C.F.R. § 1625.22(e)(6), PARTICIPANT KNOWINGLY AND VOLUNTARILY DECIDED TO SIGN THE AGREEMENT AFTER CONSIDERING IT FOR LESS THAN 21 DAYS AND PARTICIPANT'S DECISION TO DO SO WAS NOT INDUCED BY THE UNIVERSITY THROUGH FRAUD, MISREPRESENTATION, OR A THREAT TO WITHDRAW OR ALTER THE OFFER PRIOR TO THE EXPIRATION OF THE 21-DAY TIME PERIOD;

PARTICIPANT UNDERSTANDS THAT PARTICIPANT MAY REVOKE THIS AGREEMENT ONLY WITH RESPECT TO ANY POSSIBLE CLAIMS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT AND THE OLDER WORKERS BENEFIT PROTECTION ACT, BY DELIVERING WRITTEN NOTIFICATION TO PAULA MERCADO HAK, ASSISTANT VICE PRESIDENT FOR ACADEMIC LABOR RELATIONS, OFFICE OF ACADEMIC LABOR RELATIONS, 178 RYDERS LANE, SUITE

308, NEW BRUNSWICK, NJ 08901-8556, NO LATER THAN THE CLOSE OF BUSINESS SEVEN DAYS AFTER PARTICIPANT SIGNS THE AGREEMENT, AND PARTICIPANT UNDERSTANDS AND AGREES THAT IF PARTICIPANT REVOKES THIS AGREEMENT AS TO ANY POSSIBLE CLAIMS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT AND THE OLDER WORKERS BENEFIT PROTECTION ACT, THE UNIVERSITY MAY TERMINATE PARTICIPATION BY PARTICIPANT IN THE FTTRP AND PARTICIPANT'S RE-EMPLOYMENT UNDER THE FTTRP; AND

PARTICIPANT HAS SIGNED THIS SEPARATION AGREEMENT AND GENERAL RELEASE KNOWINGLY AND VOLUNTARILY.

RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY

By: _____

Participant

Witness: _____

Date: