

**Memorandum of Understanding
regarding offering Faculty Voluntary Exit Incentives**

Effective April 2, 2021

Wright State University and the AAUP-WSU agree that the University may offer to Bargaining Unit Faculty Members (BUFMs) the Faculty Voluntary Exit Incentive options as outlined on Attachment A hereto.

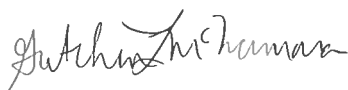
The parties understand and agree that faculty participation in either of the offered plans is not guaranteed for any individual BUFM who applies, but rather must be reviewed and either approved or denied by the University in its sole management discretion based upon its determination of the affected College's academic and instructional needs. If the University denies a BUFM's application to participate in a voluntary exit incentive plan, however, the University shall not involuntarily exit that BUFM through the current retrenchment process. The University's determination regarding individual BUFM participation in either exit incentive plan shall not be subject to Article 16.



Noeleen McIlvenna
President
AAUP-WSU



Oliver H. Evans,
Interim Provost
Wright State University



Gretchen L. McNamara
Chief Negotiator
AAUP-WSU



La Fleur F. Small,
Vice Provost for Faculty Affairs
Wright State University



Shari Mickey-Boggs
Chief Human Resources Officer
Wright State University

Attachment A

Shared Goal: Provide alternatives to forced faculty position eliminations while, to the greatest degree possible, protecting the academic mission of the University.

Voluntary Exit Incentives (Options A & B)				Included Option A	Included Option B												
<p><u>Option A: Voluntary Separation Plan (“VSP”)</u> <u>Participation in VSP:</u></p> <ul style="list-style-type: none"> • Subject to University’s final determination of affected College’s instructional needs. If there are more VSP applicants in a specific College than need to be retrenched, the University will determine final list of participants. • Open only to faculty in Colleges facing Retrenchment. • Participant has no recall rights. • Participant receives Paid Notice Period per Articles T17.6.10 or N17.6.9 of CBA • <u>Bonus Incentive Payment</u> (to be paid in two installments CY 21 and CY 22): <table border="1"> <thead> <tr> <th align="center"><u>YOCS*</u></th> <th align="center"><u>Article T17 Faculty</u></th> <th align="center"><u>Article N17 Faculty</u></th> </tr> </thead> <tbody> <tr> <td align="center">20+</td> <td align="center">100% base salary</td> <td align="center">100% base salary</td> </tr> <tr> <td align="center">1-19</td> <td align="center">2.5% of base salary for each YOCS*</td> <td align="center">2.5% of base salary for each YOCS*</td> </tr> </tbody> </table> <p align="center">*Years Of Continuous Service as defined by CBA T17.6.6 and N17.6.4</p> <ul style="list-style-type: none"> • Maximum Bonus Incentive Payment: \$200,000 • Minimum Notice Period: to 12/31/21 • <u>Sick Leave Pay-Out:</u> Non-Retirement Eligible BUFMs not meeting the criteria of CBA 28.9.1 who elect the VSP will receive up to a maximum of 20 days (160 hours) of sick leave payout based on the rate of compensation for that Member at the time of separation. (A sick leave payout by law pre-empts transferability of accumulated sick leave to another public employer.) 				<u>YOCS*</u>	<u>Article T17 Faculty</u>	<u>Article N17 Faculty</u>	20+	100% base salary	100% base salary	1-19	2.5% of base salary for each YOCS*	2.5% of base salary for each YOCS*	X				
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20+	100% base salary	100% base salary															
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<p><u>Option B: Enhanced Appendix J</u> <u>Participation in Enhanced App J:</u></p> <ul style="list-style-type: none"> • Limited to participants in colleges facing Retrenchment who are otherwise Retirement eligible. • Includes existing Appendix J terms in addition to the below Bonus Incentive Payment if the Participant executes participation by 5/24/21: <table border="1"> <thead> <tr> <th align="center"><u>Retire Date</u></th> <th align="center"><u>by 12/30/21</u></th> <th align="center"><u>by 5/30/22</u></th> <th align="center"><u>by 5/30/23</u></th> </tr> </thead> <tbody> <tr> <td align="center"><u>Bonus Incentive Payment</u></td> <td align="center">100% of base salary</td> <td align="center">50% of base salary</td> <td align="center">25% of base salary</td> </tr> <tr> <td align="center"><u>Conditions</u></td> <td align="center">Start Fall 22</td> <td align="center">Start Fall 22</td> <td align="center">Start Fall 23</td> </tr> </tbody> </table> <ul style="list-style-type: none"> • Participant may request and University may grant waiver of 1, 2 or all 3 years of teaching • Bonus Incentive Payment: will be paid in two installments over two calendar years • Maximum Bonus Incentive Payment: \$200,000 				<u>Retire Date</u>	<u>by 12/30/21</u>	<u>by 5/30/22</u>	<u>by 5/30/23</u>	<u>Bonus Incentive Payment</u>	100% of base salary	50% of base salary	25% of base salary	<u>Conditions</u>	Start Fall 22	Start Fall 22	Start Fall 23		X
<u>Retire Date</u>	<u>by 12/30/21</u>	<u>by 5/30/22</u>	<u>by 5/30/23</u>														
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<u>Conditions</u>	Start Fall 22	Start Fall 22	Start Fall 23														

<p>Tuition Waiver: Tuition waiver for up to four years of undergraduate and graduate coursework (excluding M.D. and doctoral programs), awardable to the participant (100% tuition remission), participant's spouse (80% tuition remission), and participant's dependents (80% tuition remission). Tuition waiver valid from date of separation through end of Spring 2026 semester.</p>	X	X
<p>Healthcare: Payment of participant's increased cost of COBRA coverage for 18 months (participant continues to pay their existing monthly share) <i>OR</i> a one-time payment of \$10,000 in lieu of above.</p>	X	X
<p>Additional Benefits: Selection of up to five (5) additional benefits for participants with minimum ten (10) YOCS:</p> <ul style="list-style-type: none"> - Emeritus Faculty Status as described in CBA 34 - Office/Lab Space –minimum of 3 yrs., can be extended at discretion of Chair and/or Dean - Continued Departmental involvement (as determined by Chair) – up to 3 yrs. - Complimentary Parking Pass – 3 yrs. - Continued access to WSU Gym Facilities – 3 yrs. - Season tickets to Athletics – 3 yrs. - Discount @ University Bookstore – 3 yrs. 	X	X
<p>Participation in either option will count toward number of positions being retrenched in participant's College, up to maximum retrenchment number identified for that College. Applications exceeding the number of positions being retrenched in an affected College are subject to University determination of that College's instructional needs.</p>	X	X
<p>** PLANS SUBJECT TO APPLICABLE LAWS AND TAX CONSEQUENCES ** Individual Separation Agreements with Waiver & Release of claims, Non-Disparagement Clause; etc.</p>	X	X