

Memorandum of Understanding

California State University, San Diego State University - Early Exit Program

This Agreement ("Agreement") is entered into between the Board of Trustees of the California State University ("CSU") through the campus of San Diego State University (SDSU) and the California State University Employees Union ("CSUEU") (collectively "the parties") regarding the implementation of the Early Exit Program ("EEP").

The parties hereby agree to the following terms and conditions for the EEP:

1. Employee participation:

- a. Permanent employees who hold probationary or temporary positions may participate in the program.
- b. No eligible employee shall be denied the opportunity to participate in the program by management action (veto) or inaction (failing to sign and forward the application).
- c. If a dispute arises over an individual's participation in the EEP, the employee may request to consult with Employee/Labor Relations & Compliance over the dispute. The employee may request a Union Representative for the consultation.
- d. EEP separation date will be on December 30, 2020.
- e. Application period will run from October 1, 2020 through October 31, 2020.

2. Separation Agreement Waivers:

- a. Notwithstanding Employee's full and complete settlement of all claims of any kind as provided in Section 6 of the First Separation Agreement and Release and Section 4 of the Final Separation Agreement and Release, nothing in this Agreement shall be construed to prohibit Employee from reporting an alleged violation of or participating in any investigation or proceeding conducted in accordance with CSU's Executive Order 1096 or Executive Order 1097.
- b. Workers' Compensation: The General Waiver and Release of Claims in these agreements does not affect workers' compensation benefits.
- c. Nothing in this Agreement shall be construed as waiving any entitlement to any compensation Employee may have under any applicable Collective Bargaining Agreement that is earned by Employee on or before Employee's last day of employment with the University.
- d. The parties agree that the President's response provided in accordance with CSUEU Collective Bargaining Agreement, Provision 13.7 is final and not subject to reversal by the State Personnel Board.

3. Reporting to the Union:

- a. SDSU will provide the Union with the names and bargaining units of CSUEU bargaining unit employees who applied for and participated in the EEP on or before April 30, 2021.

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- b. In the event SDSU decides to terminate the EEP program early, SDSU will immediately notify CSUEU of its intent to terminate the program. SDSU will provide the Union the number of applications submitted, approved and the number of pending applications within 45 days of the decision to terminate.
 - c. Prior to the implementation of the EEP, SDSU has provided CSUEU with a copy of the FAQ's. Any changes to the existing FAQ's, whether requested by CSUEU, other unions, or by SDSU will be provided to the union.
4. **Satisfied Obligation to Meet and Confer:** CSUEU acknowledges that CSU has fully satisfied its obligation to meet and confer regarding the implementation of the EEP.
5. **Incorporated by Reference:** The "Early Exit Program" shall be incorporated by reference into this Agreement.
6. **Non-Precedent Setting:** This MOU shall not create a precedent at SDSU or any campus within the CSU system.

For CSUEU:

Brenda Brown

Lead Labor Relations Representative

[Signature]
Jorge Flores (Nov 30, 2020 11:16 PST)

Labor Relations Representative

Tessy Reese
Tessy Reese (Nov 30, 2020 11:43 PST)

Unit 2 Rep.

[Signature]
Fortunato Garcia (Dec 2, 2020 12:17 PST)

Unit 5 Rep.

[Signature]

Unit 7 Vice Chair

Richard McGee
Richard McGee (Dec 3, 2020 10:53 PST)

Chair, Bargaining Unit 9

Robert Yslas, Jr.
Robert Yslas, Jr. (Dec 4, 2020 11:27 PST)

Chapter 318, President

[Signature]
Trey Compton (Dec 4, 2020 11:59 PST)

Chapter 318, Vice President

[Signature]
Tonya Berry (Dec 11, 2020 17:41 PST)

Chapter 318 unit 5 rep

Sherry Velthuysen
Sherry Velthuysen (Jan 6, 2021 16:50 PST)

Sherry Velthuysen

Saul Sanchez
Saul Sanchez (Jan 7, 2021 09:10 PST)

Unit 9 Representative

For SDSU:

[Signature]
Humberto Bendurega (Jan 7, 2021 09:11 PST)

Director, OERC

[Signature]
Jesús Benito (Jan 7, 2021 09:13 PST)

Associate Vice President, Administration

[Signature]

Manager of Systemwide Labor Relations (On behalf of J. Kevin Downes)

SAN DIEGO STATE UNIVERSITY
EARLY EXIT PROGRAM
TERMS AND CONDITIONS

As part of its efforts to reduce the structural budget deficit, San Diego State University (“SDSU”) is implementing this EARLY EXIT PROGRAM (“EEP”), intended to encourage employees to voluntarily separate through a severance package on December 30, 2020. This is a one-time, non-precedent setting program. If you are interested in participating in the EEP, please read the following TERMS AND CONDITIONS. Participation in the EEP will also require you to execute separation agreements, which will include a general release of claims, as further explained below.

TERMS AND CONDITIONS

SDSU hereby implements the EEP with the following terms and conditions:

1. **Employee Eligibility**: Employees must meet **all** the criteria below to Participate in EEP:
 - a. **Employee Status**: Employee must be a current SDSU employee in a permanent position or Management Personnel Plan employee (“MPP”). Full-time faculty members with three-year contracts are also eligible. Temporary employees and probationary employees are not eligible to participate in the EEP; and
 - b. **CalPERS Service Retirement Eligibility Required**: Employees must be CalPERS service retirement eligible. To determine your eligibility please contact CalPERS at 1-888-CalPERS (1-888-225-7377). Alternatively, you may contact the Center for Human Resources, Benefits Services at (619) 594-1144. Please note that there is no requirement to retire, only that the employee is eligible to retire; and
 - c. **Years of Service to University**: Employees must have at least one (1) year of service to the University to be eligible. Service does not need to be served consecutively and excludes student employment; and
 - d. **No FERP**: Faculty with FERP applications pending or currently FERPing are not eligible. Please note that faculty with FERP applications pending may withdraw their FERP application in order to participate in the EEP.
 - e. **Non-Eligibility of Retired Annuitants**: Retired annuitants are not permanent employees and are therefore not eligible.
 - f. **Previous Notice of Retirement**: Current employees who have already established a retirement date are eligible for this program, provided that they comply with all TERMS and CONDITIONS of the EEP.

2. **Severance Package:** Employees who voluntarily separate as part of the EEP will be offered severance pay. In exchange for voluntarily separating and executing separation agreements (which will include a release of claims), Employees will receive a lump sum payment of six months' salary or a minimum of \$25,000 (whichever is higher) up to a maximum cap of \$70,000. Severance pay is calculated using an employee's monthly base salary (prorated for employees appointed for less than full time) at the time of separation. Separation must occur on December 30, 2020.

The severance package will be accrued in two parts and paid in whole in January 2021. Employees will accrue fifty (50) percent of the calculated severance package in exchange for signing the first separation agreement ("First Separation Agreement and Release") after getting conditional approval to participate in the EEP (as explained in Section 4(f)). Employees will accrue the final fifty (50) percent of the calculated severance package for signing the final separation agreement ("Final Separation Agreement and Release") on their last day of employment.

The Severance Package shall be paid within 30 calendar days after the separation date as indicated on the First Separation Agreement and Release and Final Separation Agreement and Release.

Note: The Severance Package is taxable income and is to be paid through the State Payroll System. This income is not considered compensation earnable for purposes of calculating CalPERS retirement benefits.

3. **Limitations:**

- a. **No Entitlement:** Submission of an application is not an entitlement and not a guarantee of participation. All provisions of the EEP are subject to change.
- b. **Maximum Participation Rate Per Unit:** Participation in the EEP will be capped at 20% of retirement eligible employees within each bargaining unit, including MPP and Confidential Employees. The maximum number of participants by unit follows and will be based on order of complete application as described in Section 3(c) below:

C99	2
M80	23
R01	None
R02	3
R03	102
R04	7
R05	12
R06	6

R07	20
R08	1
R09	35

- c. Order of Application: Applications will open at 8:00 am on October 1, 2020 [PLEASE NOTE THAT THIS IS A TENTATIVE DATE AND MAY BE ACCELERATED IF MEET AND CONFER PROCESS CAN BE COMPLETED EARLIER] and must be received on or before 11:59 pm on October 31, 2020, to be considered. Complete applications will be processed on a first come, first served basis in the order in which the applications are submitted to the Center for Human Resources. Incomplete applications will be sent back to the employee and are not entered for processing. There is no guarantee that an application will be processed before termination of the EEP. Termination of the EEP may occur at any time at management’s discretion including but not limited to expenditure of funds allocated to the EEP.
- d. Funding: A one-time allocation of funds has been earmarked for the EEP. Once these funds have been assigned to approved participants, the EEP will be closed to further applications. Termination may occur immediately and without notice.

4. Approval Process:

- a. Application Form: The Application Form, located online at [sharepoint site], must be filled out completely. Please note that the employee still must sign the separation agreements via Adobe Sign after submitting the Application Form. It is the Employee’s responsibility to collect all pertinent information before submitting their application. Employees needing assistance with the application may contact the Center for Human Resources, Benefits Services at (619) 594-1144.
- b. Opening of Application Period: Applications may be submitted via the electronic process beginning on October 1, 2020 at 8:00 am. [PLEASE NOTE THAT THIS IS A TENTATIVE DATE AND MAY BE ACCELERATED IF MEET AND CONFER PROCESS CAN BE COMPLETED EARLIER]
- c. Deadline: Applications must be received by October 31, 2020 at 11:59pm.
- d. Irrevocable after Execution of Separation Agreement and Release: Employee agrees that participation in the EEP and receipt of the respective severance pay is conditioned on the employee voluntarily resigning from Employee’s employment with SDSU and executing the respective separation agreements. Employee acknowledges that Employee’s resignation is voluntary, permanent, and will be irrevocable as of the date of execution of the First Separation Agreement and Release. Further, Employee will be required to waive any right

Employee may have under any applicable law, regulation, Collective Bargaining Agreement or policy to revoke or rescind Employee's resignation.

- e. Separation Date: The separation date must be on December 30, 2020. If the Employee intends to retire, it is highly recommended that the employee immediately contact CalPERS as the CalPERS retirement processing may take up to 3-4 months.
- f. Execution of Separation Agreement: The Center for Human Resources will review the Employee's application to confirm the Employee's eligibility to participate in the EEP based on the Terms and Conditions specified in this program.

Human Resources will notify the Employee and their Appropriate Administrator of the conditional approval by email and send the Employee the First Separation Agreement and Release. The First Separation Agreement and Release will include, among other provisions, a general waiver and release of all claims. The Employee will have fourteen (14) days from the date that the Employee received notice of the Employee's conditional approval and the First Separation Agreement and Release to return an executed First Separation Agreement and Release to Human Resources. The failure to return the executed First Separation Agreement and Release within this specified time period will result in the University rescinding the conditional approval of the Employee's application to participate in the EEP. Human Resources will send Employee the Final Separation Agreement and Release at least 14 calendar days before the Employee's final date of employment. Employee must execute the Final Separation Agreement and Release on Employee's final date of employment and return an executed Final Separation Agreement and Release to Human Resources via Adobe Sign. The failure to timely return an executed Final Separation Agreement and Release to Human Resources will result in the Employee not being eligible for the final 50% of the severance pay.

- g. Non-Waiver of Management Rights: The EEP is not to be construed as a waiver of management's rights. SDSU retains and reserves unto itself, without limitation, whether exercised or not, all powers, rights, authorities, duties, and responsibilities which have not been specifically abridged, delegated or modified by the current and respective collective bargaining agreements. Nothing in this EEP shall constitute a waiver of management's right to enforce any articles under the collective bargaining agreements including but not limited to articles related to layoff.