

MEMORANDUM OF UNDERSTANDING
Between
Northwestern Michigan College
-and-
The Northwestern Michigan College Faculty Association

WHEREAS Northwestern Michigan College (the College) notified the Northwestern Michigan College Faculty Association (NMCFA) of its desire to negotiate the terms of a voluntary separation program (VSP), which the College intends to offer to certain full-time faculty members to reduce full-time staffing levels and overall College costs; and the parties to this memorandum of understanding (MOU), having met and negotiated the principal terms of the VSP, desire to reduce their agreement to writing, without setting any future precedent and without amending or modifying the applicable collective bargaining agreement.

THEREFORE, the parties agree to the following:

1. The College will offer the opportunity to participate in the VSP to “Eligible Faculty,” which, for purposes of this MOU, is defined as all full-time faculty at Step 20 on the faculty salary schedule as of the date of this MOU (see Article XXVII of the current collective bargaining agreement), excluding full-time faculty within the following academic areas: maritime; health occupations; and business.
2. No later than June 16, 2017, Eligible Faculty wishing to participate in the VSP shall notify Mark Liebling, Executive Director of Human Resources, in writing of their desire to apply for the VSP; and the College will accept the first three applications submitted from each of the mathematics and English departments, respectively, on a first-come-first-served basis. Applications of other Eligible Faculty members will be considered based on the needs of the College within its discretion. For purposes of this MOU, those Eligible Faculty members who apply for the VSP and are accepted by the College will be referred to as “Participating Faculty.”
3. Each Participating Faculty member shall:
 - a. receive a financial separation package equal to 50% of the Participating Faculty member’s base salary as of the date of this MOU, to be paid to the Participating Faculty member in three equal installments over each of the next three years, with payments made into the employee’s identified 403(b) retirement savings accounts, in accordance with applicable laws, regulations, and rules governing Internal Revenue Code Section 403(b) retirement savings plans, on the College’s first payroll dates in March 2018, March 2019, and March 2020 (except that Participating Faculty who have an effective resignation date after August 12, 2017, per Paragraph 3(c) below, will receive their installment payments on a different, three-year schedule). If a Participating Faculty member dies at any time before the end of the three-year period in which the three installment payments are to be made, the College will accelerate the payments in the year in which the Participating Faculty member dies, to the extent permitted by law. There is NO option for participants to elect cash rather than Post Employment 403(b) deposits.

The deposits into the Participating Faculty's 403(b) account are considered employer discretionary contributions only, and not employee contributions, transfers, or rollovers. The terms of the applicable plan documents and applicable provisions of the Internal Revenue Code will govern the Participating Faculty member's withdrawal of funds from the 403(b) account. Participating Faculty will not be entitled to any further remuneration, money, salary, wages, bonuses, or payments of any kind. Participating Faculty must consult a personal financial or tax advisor to answer financial and tax questions.

- b. be required, as a condition to receiving the financial separation package referenced above, to sign a general release and waiver agreement, waiving any and all legal claims that the Participating Faculty member may have against the College, its personnel, employees, Trustees, and representatives. Such general release and waiver agreement shall be in the format substantially similar to Exhibit A, attached hereto.
 - c. permanently resign from the College effective August 12, 2017, unless the College requires a later resignation date (but no later than the end of Spring semester 2018) in order to ensure continuity of operations.
4. Full-time Faculty members who, as of the date of this MOU, have already announced their retirement to be effective May 2017 and whose position will not be replaced with full-time faculty, will also be eligible to participate in the VSP as outlined above.

NMC Faculty Association

Stephen Siciliano, VP for Educational
Services, NMC

Dated: May ____, 2017