# EARLY EXIT PROGRAM
## FACULTY TERMS AND CONDITIONS

### SECTION I - PURPOSE

As part of its efforts to reduce the structural budget deficit, California State University Dominguez Hills is implementing this EARLY EXIT PROGRAM ("EEP"), intended to encourage faculty to voluntarily separate through a severance package on December 22, 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 and APPLICATION. Participation in the EEP will also require you to execute separation agreements, which will include a general release of claims, as further explained below.

### SECTION II - TERMS AND CONDITIONS

The University hereby implements the EEP with the following terms and conditions:

1. **Faculty Eligibility**
   - Faculty must meet all the criteria below to Participate in EEP.
     1. **Faculty Status** – On September 1, 2020 employee must be a current CSUDH tenured full-time faculty and full-time lecturer faculty with a 1.0 time base. Tenure-track faculty are not eligible to participate in the EEP; and
     2. **CalPERS Service Retirement Eligibility Required** - Faculty must be CalPERS service retirement eligible as of September 1, 2020. To determine your eligibility, contact CalPERS at 1-888 CalPERS (1-888-225-7377) or go to CalPERS website at www.calpers.ca.gov. Please note that there is no requirement to retire, only that the employee is eligible to retire. Please do not call Human Resources to determine CalPERS eligibility; 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; and
     3. **Years of Service** - Faculty must have at least ten (10) years of CalPERS service as of September 1, 2020 to be eligible; and
     4. **No FERP** - Faculty with applications pending or those currently enrolled in the Faculty Early Retirement Program are not eligible.
     5. **No rehired annuitants** - Rehired annuitants are not permanent employees and are therefore not eligible.
     6. **Previous Notice of Retirement** - Faculty 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**
   - Faculty 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), faculty will receive (three) 3 months’ salary.
Severance pay is calculated using the faculty’s monthly base Academic Year (AY) salary (prorated for employees appointed for less than full time) at the time of separation. Separation must occur on December 22, 2020. Note: current chairs receiving severance pay will receive their monthly base AY salary, not their chair fraction or stipend.

Twenty (20%) percent of the Severance Package shall be paid within thirty (30) calendar days after October 30, 2020 and remainder 80% within thirty (30) calendar days after December 22, 2020.

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 and may be taxed at a higher rate as it is considered additional pay. Faculty approved for the Early Exit Program will continue to receive their regular paychecks and benefits for the remainder of the Fall 2020 semester. Those paychecks will cease after December 22, 2020.

3. Limitations
   i. 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.

   ii. Critical Positions and Functions - Faculty with a current teaching load for the Fall 2020 semester will have their separation date deferred to December 22, 2020, to allow for the completion of the Fall 2020 semester. In these cases, approvals are not necessary and separation dates shall occur on December 22, 2020.

   iii. In Order of Application - Applications must be received on or before Friday, October 2, 2020 no later than 11:59 p.m., to be considered. Complete applications will be processed on a first come, first served basis in the order in which the applications are received. 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.

   iv. 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 of the EEP may occur immediately and without notice.

4. Approval Process

Application Form - The application form, attached herein, must be filled out completely and be signed by both the employee and the appropriate administrator prior to submission to Human Resources. Deadline - Applications must be received by October 2, 2020, no later than 11:59 p.m.
ii. **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 CSUDH 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 rights Employee may have under any applicable law, regulation, Collective Bargaining Agreement, or policy to revoke or rescind Employee’s resignation.

iii. **Separation Date** - Unless the separation date is deferred as per Section 3(ii) Critical Positions and Functions, a separation date must be on December 22, 2020.

iv. **Execution of Separation Agreement** - The appropriate administrator will review the Employee’s application to confirm the Employee’s eligibility to participate in the EEP.

If the appropriate administrator confirms that the Employee is eligible to participate in the EEP, that administrator will conditionally approve Employee’s application. The approval is conditioned on the Employee’s timely execution of the First Separation Agreement and Release.

Human Resources will notify the Employee 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) calendar 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 fourteen (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.

v. **Non-Waiver of Management Rights** - The EEP is not to be construed as a waiver of management’s rights. CSUDH 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.