



ROWAN UNIVERSITY VOLUNTARY SEPARATION INCENTIVE PROGRAM (“VSIP”) INSTRUCTIONS

The VSIP Agreement and General Waiver and Release of Claims are attached. Please read the following pages carefully. You are advised to consult with an attorney of your choice before signing the Agreement and General Waiver and Release of Claims. No changes may be made to the Agreement and General Waiver and Release of Claims unless approved in writing by the University’s Office of Human Resources.

Please review the “*Memorandum of Agreement between Rowan Federation of Teachers, Local 2373 and Rowan University*” OR the “*Managerial Employees Terms of Voluntary Separation Incentive Program,*” as may be applicable to your situation. Both of these documents are included on the same website where you located this Application. These documents contain important information pertaining to the VSIP including (but not necessarily limited to) eligibility, approval and payment.

Also included on the same website is the required Disclosure document, under the Older Workers Benefit Protection Act (“OWBPA”), which you may review as well.

After your review of documents, and should you choose to apply for the VSIP, please complete and execute the VSIP Agreement and General Waiver and Release of Claims. Please return the completed signed, executed VSIP Agreement and General Waiver and Release of Claims to the following email address: 2026VSIP@rowan.edu. Applicants have 45 days from the date of receiving the email from the Office of Human Resources containing the VSIP application link to consider whether to apply to the program. Therefore, the completed, signed Agreement must be submitted on or before May 4, 2026. Please also note that you will have a period of seven calendar days upon submission of your application in which to revoke your executed agreement, should you choose to do so.

Please be mindful of the time limits associated with the application. We also advise that you keep a copy of the executed document for your records.

ROWAN UNIVERSITY
VOLUNTARY SEPARATION INCENTIVE PROGRAM AGREEMENT
AND GENERAL WAIVER AND RELEASE OF CLAIMS

Employee understands that Employee may be eligible to participate in the Voluntary Separation Incentive Program (“VSIP”) offered by Rowan University to current employees represented by the AFT bargaining unit, as well as to current managerial employees. Initial eligibility requires a minimum total of ten (10) years of eligible permanent employee service time at Rowan University as of April 1, 2026, followed by an institutional level of review. Employee has received and read a copy of the March 11, 2026 *Memorandum of Agreement between Rowan Federation of Teachers, Local 2373 and Rowan University* or the *Managerial Employees Terms of Voluntary Separation Incentive Plan* (as may be applicable to Employee) and Employee understands the consequences of Employee’s election. Employee understands that election to participate in this program is revocable within seven (7) days after submission of the application to the University.

Name (Last, First, Middle Initial): _____

Rowan Banner ID#: _____

Department or College: _____

Employee Status (please “x” one): AFT Faculty: ___ AFT Staff: ___ Managerial: ___

Requested Separation Date (please “x” one): 7/1/26: ___ 1/1/27: ___

Do you have Rowan service prior to current hire date? (please “x” one): YES ___ NO

-If YES, please list approximate dates: _____

By signing below, Employee certifies their intent to participate in this program and asserts that the decision to retire or resign is completely voluntary. Employee agrees to all terms and conditions outlined in the March 11, 2026 “*Memorandum of Agreement between Rowan Federation of Teachers, Local 2373 and Rowan University*” or the “*Managerial Employees Terms of Voluntary Separation Incentive Program*” (as may be applicable). These documents have been made available for Employee’s review and Employee understands that the terms of these documents are specifically incorporated into this VSIP Agreement and General Waiver and Release of Claims.

Submission of this application does not guarantee participation in the VSIP, nor does it officially recognize Employee’s intent to voluntarily retire or resign. For an employee who concurrently seeks retirement, the employee must also submit all applicable retirement documents, in accordance with New Jersey state policy.

Employee hereby submits an application to participate in Voluntary Separation Incentive Program for employees represented by the Rowan Federation of Teachers, Local 2373 or for managerial employees (as may be applicable). Employee understands that the provisions in this document listed below (*i.e.*, General Release/Waiver; Separation Benefit/Consideration; Tax Consequences Responsibility of Employee; Return of Rowan

Property; Confidentiality; Cooperation; Non-disparagement; Essential Terms; Covenant Not to Sue; Non-Waiver Upon Breach; Non-Admissions; Modification; Headings; Entire Agreement; Effect of Waiver; Governing Law; Individuals Bound; Severability; NOTICE; and Knowing and Voluntary Waiver) will go into effect if Employee's application for participation in the VSIP is approved.

General Release/Waiver. Employee releases and waives forever with prejudice all claims which s/he may have against the State of New Jersey, Rowan University ("Rowan" or the "University"), their employees, agents, or assigns relating to his/her employment or the termination of his/her employment from Rowan. Employee releases and waives all claims, demands, damages, causes of action or suits, including claims for attorneys' fees which have been or could have been brought, including but is not limited to, all claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Equal Pay Act, the Conscientious Employee Protection Act, the Family and Medical Leave Act, the New Jersey Family Leave Act, the Civil Service Act, 42 USC § 1981, 42 USC § 1983, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the New Jersey wage and hour laws, the U.S. Constitution, the New Jersey Constitution, or any other federal, state or local law or ordinances and any common law claims under tort, contract or any other theories now or hereafter recognized. The release cited in this paragraph shall include any and all claims which Employee may have for any type of damages cognizable under any of the laws referenced herein, including but not limited to, any and all claims for compensatory damages, punitive damages, and/or attorney's fees. Employee does not waive any worker's compensation claims, unemployment claims or the right to enforce this agreement.

Separation Benefits/Consideration. In consideration for the above General Release and for Employee's other promises contained in this Agreement, Rowan agrees to provide the consideration and benefits delineated in paragraphs 6, 7, 8 and 9 of the March 11, 2026 "*Memorandum of Agreement between Rowan Federation of Teachers, Local 2373 and Rowan University*" or paragraphs 6, 7, 8, and 9 of the "*Managerial Employees Terms of Voluntary Separation Incentive Program*" (as may be applicable for each applicant). Employee acknowledges that the consideration received includes items of value to which s/he would not have ordinarily been entitled.

Tax Consequences Responsibility of Employee. Rowan makes no representations or warranties regarding any tax issues relating to the separation pay provided for in the "Separation Benefits/Consideration" paragraph above, and Employee acknowledges that s/he has not relied upon any advice from Rowan concerning the taxability of the amounts to be paid under this Agreement.

Return of Rowan Property. Employee acknowledges that upon separation, s/he has returned, and if not, will immediately return to Rowan, any and all keys and access cards as well as Rowan purchase cards. Employee will return to Rowan all laptops, personal data assistants and other property of Rowan. Employee shall not receive any separation benefits under this Agreement until these requirements are satisfied.

Confidentiality. Employee acknowledges that except as required by law, the terms of this Agreement shall remain confidential between Rowan and Employee, and Employee shall not disclose the consideration supporting this Agreement or discuss this Agreement with anyone other than his/her tax advisor, immediate family, and/or attorney, provided such individuals agree to be bound by this confidentiality provision.

Cooperation. Employee agrees that s/he shall cooperate with requests for his/her participation in litigation/administrative agency action/internal investigations or inquiries relating to the exercise of his/her duties while employed at Rowan or relating to the period of his/her tenure of employment at Rowan. Employee shall not be compensated for such cooperation but shall receive payment for mileage and tolls relating to any required in person appearances in accordance with applicable law. Rowan shall make every effort to schedule any required in person appearances to avoid inconvenience to Employee.

Non-disparagement. Employee agrees that except as required by law, s/he shall not publish or disseminate disparaging information about Rowan, its employees, or affiliates. Employee specifically acknowledges that except as required by law, s/he shall not make or cause to be made negative statements about Rowan, its officers, employees, and/or agents to current or former members of Rowan staff, faculty, or professionals, current donors, prospects, or potential donors.

Essential Terms. Employee acknowledges and agrees that Confidentiality, Cooperation and Non-disparagement are essential terms of this Separation Agreement and violation of these terms constitutes a breach of this Agreement which may result in the immediate forfeiture of separation benefits hereunder. In addition, if Employee breaches these terms, Rowan shall retain all rights available under law to protect its rights.

Covenant Not to Sue. Neither Employee nor any person acting on his/her behalf will file, or permit to be filed, any action for legal or equitable relief, including damages and injunctive, declaratory, monetary or other relief, involving any matter occurring at any time or related in any way to the herein described employment relationship and the termination of this employment relationship or involving any continuing effects of any acts or practices that may have arisen or occurred during this employment relationship or the termination thereof. Notwithstanding, Employee retains any non-waivable right to file a charge with the Equal Employment Opportunity Commission ("EEOC") or any similar state agency and to participate in any investigation undertaken by such agency. Should any government agency, including the EEOC, or any third party, pursue any action, charge or other claim on its own or on his behalf, Employee waives any right to and agrees to disclaim any recovery, damages, relief or monetary award of any type from such action or proceedings to the fullest extent allowed by law.

Non-Waiver Upon Breach. In the event of a breach of any covenant contained in this Agreement, the Release described in "General Release/Waiver" paragraph above and all terms of this Agreement, other than "Separation Benefits/Consideration" would remain in full force and effect notwithstanding such breach and any remedial action taken pursuant to this Paragraph.

Non-Admissions: Employee and Rowan agree and acknowledge that this Agreement is not to be construed as an admission of any violation of any federal, state or local statute, ordinance or regulation or of any duty allegedly owed by one party to the other. Rowan specifically disclaims any liability to Employee on any basis.

Modification. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Employee and by an authorized officer of Rowan.

Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement of Employee and Rowan (the “Parties”) hereto and supersedes in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the Parties.

Effect of Waiver. If a party, by its actions or omissions, waives or is adjudged to have waived any breach of this Agreement by any other party, any such waiver shall not operate or be construed or asserted as a waiver of any other subsequent breach of this Agreement.

Governing Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of New Jersey and jurisdiction shall be in the courts of the state of New Jersey.

Individuals Bound. This Voluntary Separation Incentive Program Agreement and General Release is binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal or legal representatives, successors and/or assigns.

Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

NOTICE. EMPLOYEE IS ADVISED that, although the Employee and Rowan may have agreed to keep this Agreement and the underlying facts confidential, the confidentiality provisions of this Agreement are unenforceable against Rowan if Employee publicly reveals sufficient details of the Agreement or any alleged discrimination, harassment or retaliation claim so that Rowan is reasonably identifiable.

Knowing and Voluntary Waiver.

- a. Employee acknowledges that s/he has read all of the terms of the Agreement and has been given a reasonable opportunity within which to consider this Agreement. Employee further agrees and acknowledges that s/he has been given the opportunity to discuss it with individuals of his/her own choice, who

are not associated with Rowan, prior to signing it. S/he has been advised by Rowan to consult with an attorney of his/her own choosing.

- b. Employee has been given the opportunity to take a period of at least forty-five (45) days in which to consider the Agreement. Employee acknowledges that if s/he chooses to sign it sooner, s/he does so knowingly and voluntarily.
- c. Employee acknowledges that s/he has been advised that s/he does not waive rights or claims under the federal Age Discrimination in Employment Act that may arise after the date this waiver is executed.
- d. Employee also understands that s/he has the right to change his/her mind and cancel this Agreement only as it pertains to federal age discrimination claims, within seven (7) days following the date on which s/he signed it. Any such revocation must be communicated to Office of General Counsel, Rowan University – 201 Mullica Hill Road, Glassboro, NJ 08028, legalreview@rowan.edu – in writing, by FEDEX or email, prior to the expiration of the seven (7) day period following Employee’s signing this Agreement. This Agreement will not be effective until the end of this period ("Effective Date").

Dated

[EMPLOYEE SIGNATURE]

Dated

Rowan University

DO NOT WRITE BELOW THIS LINE

This application has been reviewed in accordance with the Memorandum of Agreement between Rowan Federation of Teachers, Local 2373 and Rowan University or Managerial Employees Terms of Program (as may be applicable).

“x” one:

[Approved: _____]	[Approved Resignation Date: _____]
	Denied: _____			<i>OR</i> Reason for Denial: _____	

Senior Divisional Leader: _____

Vice President of Human Resources: _____