

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made on the later of the dates written below by and between the Board of Higher Education acting by the Council of Presidents of the State Universities (jointly, "the Board") and the Association of Professional Administrators (jointly, "the Association").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement effective July 1, 2020;

WHEREAS, many current unit members could retire at or near the maximum retirement pension benefit; however, the financial differential as well as the desire for a continued relationship and association with the University encourage the members to continue full-time employment;

WHEREAS, the cost savings that can be created through the benefit of voluntary separation by those members nearest retirement age who earn relatively high salaries would be beneficial to universities facing financial difficulties; and

WHEREAS, the Board and the Association wish to provide an incentive to encourage the voluntary separation of certain full-time unit members.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants set forth below, the Board and the Association agree upon a 2021 Voluntary Retirement/Separation Program ("Program") as follows:

1. The individual state university, by its president, may elect to participate in the Program and to offer a voluntary retirement/separation incentive to APA unit members in accordance with this Agreement. The President of a university shall inform the APA state-wide and local chapter president as well as unit members employed at its university no later than fourteen (14) days from the execution of this Agreement if the university intends to participate in the Program. If a university participates in the Program, it shall allow unit members until April 1, 2021 to announce their intention to participate in the Program. The university must be informed by April 1, 2021 of anticipated resignation for the purposes of retirement/separation at a date no later than June 30, 2021. The unit member may revoke their intention to retire prior to 5:00 p.m., ET, April 30, 2021, after which time their decision shall become irrevocable.
2. Benefits to participants:
 - a. Full-time participants with twenty (20) years or more of state university service, who give notice of their intention to participate by April 1, 2021, shall receive a lump sum payment of twenty-five thousand dollars (\$25,000) to be paid in the pay period following the unit member's date of resignation from the university. Participants who work nine months per year or greater shall receive a prorated incentive payment at the ratio their service bears to a full year. This incentive payment is taxable income subject to withholdings, and not earnings for the purposes of determining retirement allowances.
 - b. Participating unit members may seek non-benefited employment on less than a nine-month basis subject to the limitations identified in paragraph 3, below.

3. Participating unit members choosing to retire must comply with Massachusetts retirement regulations: <https://www.mass.gov/guides/working-receiving-a-public-retirement-benefit#-what-are-the-limits-for-working-in-the-public-sector?>; which currently includes restrictions in the first full calendar year that retirees can only earn up to the difference of the salary they retired at and their pension – in subsequent years, retirees can earn \$15,000/year more than this differential. Participating unit members are solely responsible for ensuring their compliance with state law.
4. Eligibility.
 - i. A unit member who first informed the university or the Commonwealth on or before December 31, 2020, of their intention to retire shall not be eligible to participate in this Program. A unit member who first informed the University of their intention to resign for the purposes of separation other than retirement on or before execution of this Agreement, shall not be eligible to participate.
 - ii. The unit member must:
 - a. Be a full-time unit member employed on at least a nine-month basis or on an approved leave of absence;
 - b. Have twenty (20) or more years of creditable state university service as of the unit member's date of voluntary resignation from their full-time position or their position of nine months each year or greater;
 - c. Resign from state university service on or before June 30, 2021;
 - d. Execute a release in favor of the University in the form attached as Exhibit A; and
 - e. Announce their intention to participate in the Program by April 1, 2021.
5. The university president may elect to limit the total funding available for the Program. The university president shall notify the chapter president on or before February 22, 2021, of the minimum funding the university plans to allocate for APA unit participation¹, assuming unit members who intend to participate meet the eligibility requirements of the Program.² In the event the number of unit members seeking to participate in the Program causes the expenditure to exceed the university's intended allocation, the university shall accept participants on the basis of the greatest seniority within the unit, as determined by the length of continuous service since the most recent date of full-time hire by the university.
6. The employer shall waive the requirement of 90-days' notice necessary to receive the sick-leave buy-back for unit members separating for the purpose of retirement or deferred retirement.
7. If a unit member who participates in the Program becomes re-employed by the Commonwealth on a nine month or greater basis within one (1) year of the effective date of their voluntary retirement or separation, the employee shall return the incentive payment to the

¹ The minimum allocation of funding for APA unit participation may vary by university. The university retains the sole discretion to increase funding allocated for APA unit participation.

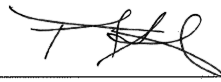
² The university shall only be required to spend the minimum amount allocated for APA unit participation when unit members meet the eligibility requirements for participation.

university. Retired unit members who receive an incentive payment, however, may accept part-time employment with the Commonwealth, including teaching on a part-time basis or DGCE program, subject to limitations upon annual hours worked provided by state law.

8. The monetary incentive contained in Paragraph 2(a) of this Agreement constitutes taxable income to the recipient; the Commonwealth will make usual withholdings from the incentive payment. The Commonwealth will not regard the payment as earnings for purposes of determining the employee's retirement allowance, if applicable.
9. Should the Commonwealth of Massachusetts enact a Retirement Incentive Plan, which allows for either an increase in the employee's pension or provides a cash incentive to retire, unit members shall not be eligible to participate in both the Program described in this Agreement and the Commonwealth's plan.
10. While the terms of this Agreement shall be enforceable through the grievance procedure provided for in Article XI of the parties' labor agreement, a university's exercise of its discretion in accordance with Paragraphs 1 and 5 of this Agreement shall not provide cause for the filing of a grievance.

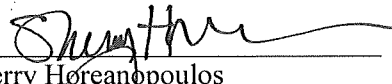
WHEREFORE, the parties hereto set their signs and seals on the date first above written.

BOARD OF HIGHER EDUCATION

By 
Thomas Simard
Deputy Commissioner for
Administration and Finance

Date: 2/10/21

ASSOCIATION OF PROFESSIONAL
ADMINISTRATORS

By 
Sherry Horeanopoulos
President, Association of Professional
Administrators

Date: 2/8/2021