



EXHIBIT C
SEPARATION ELECTION AGREEMENT AND GENERAL RELEASE

This separation election agreement and general release (the "Agreement") is made by and between Ramapo College of New Jersey, ("Employer" or the "College,") with an address at 505 Ramapo Valley Road, Mahwah, New Jersey 07430, and _____ ("Employee"), residing at _____, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Intending to be legally bound hereby, the College and Employee agree as follows:

1. Employee is currently employed by the College as _____(Title) in the Department of _____.

2. Employee has elected to participate in the College's Voluntary Separation Incentive Plan ("VSIP"). The parties agree that Employee will separate from employment with the College effective June 30, 2024 (the "End Date"). Once this Agreement has been signed, the agreement to separate is irrevocable. On or prior to the End Date, Employee shall take all steps required by the College in connection with Employee's separation from the College, including returning College keys and other College property. Employee hereby agrees and acknowledges that effective as of the End Date: (i) Employee's employment relationship with the College will have been permanently and irrevocably severed, and (ii) Employee will not be eligible for an extension of employment with the College.

3. In full consideration of Employee's execution of this Agreement, and the agreement to be legally bound by its terms, the College will provide consideration set forth in Exhibit A attached hereto (the "Additional Consideration"), to which Employee would not otherwise be entitled. Except as otherwise explicitly set forth in this Agreement, it is expressly agreed and understood that the College does not have, and will not have, any obligation to provide Employee at any time in the future with any payments, benefits or considerations other than the Additional Consideration; provided, however, that until the End Date, while Employee performs all duties assigned as an employee of the College, Employee shall continue to receive compensation and benefits in accordance with that employment and with applicable laws, regulations, policies of the United States of America, the State of New Jersey and the College, subject to the normal and customary deductions and withholdings.

4. Employee shall be solely responsible for the payment of appropriate taxes, if any, on the Additional Consideration payment, and Employee agrees and understands that the College/Releasees (as defined below) have not made any representation regarding the tax treatment of the sum paid pursuant to this Agreement. In the event a claim for such taxes, and/or penalties and interest, is assessed by any taxing authority, Employee agrees to, and do hereby holds the College/Releasees harmless and indemnifies the College/Releasees against any and all tax liability, interest and/or penalties as due thereon from Employee.

5. Employee will not be precluded from participating in any retirement programs that the State of New Jersey may make available prior to the End Date, provided that the Employee's separation shall, in any event, be effective on the End Date of June 30, 2024.

6. Employee agrees and acknowledges that this Agreement is not and shall not be construed to be an admission of any violation of any federal, state or local statute or regulation (including, without limitation Discrimination Laws as defined hereinafter), or of any duty owed by the College. Employee agrees, covenants and promises that Employee will not communicate or disclose the terms of this Agreement to any persons with the exception of members of Employee's immediate family, Employee's Union representative and Employee's attorney and tax professional who have agreed not to further disclose. The parties agree that this Agreement shall not constitute a precedent and that the parties shall not cite this Agreement in any other matter and/or dispute between the parties except to enforce the provisions of this Agreement.

7. Employee releases forever the College, its trustees, officers, employees, representatives, agents, predecessors, successors and assigns (collectively, the "Releasees") from any and all causes of actions, actions, suits, debts, claims and demands whatsoever in law or equity, that Employee ever had, now has, or hereafter may have, resulting from anything which has happened up until now, or involving any continuing effects of actions or practices which arose prior to the date of this Agreement, including but not limited to, any and all matters, causes or claims relating in any way to Employee's employment relationship or the termination of Employee's employment relationship with the College, including but not limited to, any claims arising under the New Jersey Law Against Discrimination, the New Jersey Civil Rights Act, Title VII of the Civil Rights Act, Sections 1981, 1983, and 1985 of the Civil Rights Act, the National Labor Relations Act, the Family Medical Leave Act, the Family Leave Act, the federal Age Discrimination in Employment Act, the Civil Service Act, the Handicapped, Blind, or Deaf Persons Civil Rights Law, the Developmentally Disabled Rights Act, the Alcoholism Treatment and Rehabilitation Act, the Education Code, Public Works Statutes, the Public Transportation Act, the Right to Know Act, the Occupational Safety and Health Act, the Worker Health and Safety Law, the Minimum Wage Law, the Older Workers Benefit Protection Act, the federal Fair Labor Standards Act, the Rehabilitation Act of 1973 ("Section 504"), the Equal Pay Act, the New Jersey State Constitution, the federal Employee Retirement Income Security Act, the Conscientious Employee Protection Act, the Prevailing Wage Law, the New Jersey Smoking Act, New Jersey Wage and Hour Law, the federal Americans with Disabilities Act, unemployment compensation, disability benefits laws, workers' compensation, the U.S. Constitution, or any other federal, state or local, statute, law, regulation or ordinances and any common law claims under tort, contract or any other theories now or hereafter recognized (collectively, the "Discrimination Laws") and all claims for counsel fees and costs, except for those rights which as a matter of law the employee cannot release. Employee further affirmatively represents that Employee has not filed or initiated any charge of discrimination under or in connection with any of the Discrimination Laws. Employee recognizes that Employee is not precluded by this Agreement from filing a charge of discrimination with the Equal Employment Opportunity Commission, Civil Service Commission or the Division on Civil Rights, but Employee agrees not to accept any monetary damages or any other form of relief which may arise out of or in connection with any administrative charges, investigations, actions or

remedies which may be filed with or pursued independently by any governmental agency or agencies, or any class actions, whether private, federal, state or local, including but not limited to the Equal Employment Opportunity Commission, Civil Service Commission or the Division on Civil Rights to the extent that those have been released, waived, restricted or prohibited pursuant to the foregoing or Section 7 of this Agreement.

8. Neither Employee nor any person acting on Employee's 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 Employee's employment relationship or the termination of Employee's employment relationship with the College or involving any continuing effects of any acts or practices that may have arisen or occurred during Employee's employment relationship or the termination of Employee's employment relationship with the College.

9. If any provision of this Agreement is deemed invalid, the remaining provisions shall not be affected.

10. This Agreement contains all of the promises and understandings of the parties. This Agreement may be amended only by a written agreement signed by Employee and by the College's President or Vice President for Administration and Finance.

11. Employee has read all of the terms and conditions of this Agreement, and has had the opportunity to discuss it with individuals of Employee's own choice who are not associated with the College. Employee was advised to consult with an attorney, and the choice of whether or not Employee has done so is entirely Employee's own. Regardless of whether Employee has consulted with an attorney, Employee freely enters into this Agreement. **THE COLLEGE URGES EMPLOYEE TO SEEK ADVICE FROM AN ATTORNEY BEFORE EXECUTING THIS SEPARATION ELECTION AGREEMENT AND GENERAL RELEASE.**

12. Employee hereby certifies that Employee understands the terms and conditions of this Agreement, including the fact that Employee is terminating Employee's full-time employment relationship with the College, which has been or, in accordance with the terms of this Agreement, will be as of the End Date permanently and irrevocably severed and that this Agreement releases forever the Releasees from any legal action arising from Employee's employment relationship and the termination of Employee's employment relationship with the College. Employee signs this Agreement of Employee's own free will in exchange for the consideration to be given to Employee as listed in Section 3 above, which Employee acknowledges as adequate and satisfactory. Neither the College nor any of the other Releasees have made any representations to Employee concerning the terms or effects of this Agreement, other than those contained in the Agreement.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. BY SIGNING THIS SEPARATION ELECTION AGREEMENT AND GENERAL RELEASE, EMPLOYEE STATES THAT:

- a. **EMPLOYEE HAS READ IT;**

- b. EMPLOYEE UNDERSTANDS IT AND KNOWS THAT EMPLOYEE IS GIVING UP IMPORTANT RIGHTS AND THAT EMPLOYEE IS GIVING UP ANY SUCH RIGHTS OR CLAIMS IN EXCHANGE FOR A PAYMENT OR BENEFIT TO WHICH EMPLOYEE WAS NOT ALREADY ENTITLED;
- c. EMPLOYEE AGREES WITH EVERYTHING IN IT;
- d. EMPLOYEE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS SEPARATION ELECTION AGREEMENT AND GENERAL RELEASE;
- e. EMPLOYEE HAS SIGNED THE SEPARATION ELECTION AGREEMENT AND GENERAL RELEASE KNOWINGLY AND VOLUNTARILY;
- f. EMPLOYEE ACKNOWLEDGES THAT THE EMPLOYEE HAS BEEN GIVEN AT LEAST 21 DAYS TO REVIEW AND CONSIDER THIS AGREEMENT; AND
- g. EMPLOYEE UNDERSTANDS THAT FOR A PERIOD OF SEVEN (7) DAYS FOLLOWING THE EXECUTION OF THIS AGREEMENT EMPLOYEE MAY REVOKE THIS AGREEMENT BY DELIVERY OF A WRITTEN NOTIFICATION TO: VIRGINIA GALDIERI, ASSISTANT VICE PRESIDENT, DEPARTMENT OF HUMAN RESOURCES, RAMAPO COLLEGE OF NEW JERSEY, 505 RAMAPO VALLEY ROAD, D-108, MAHWAH, NJ 07430, AND THE AGREEMENT SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement.

Date:

ON BEHALF OF THE COLLEGE:
Ramapo College of New Jersey

By: _____
Cindy R. Jebb, Ph.D., President

Date:

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EXHIBIT A

Additional Consideration

The Additional Consideration shall consist of the Employee's annual institutional base salary is \$_____. Employee shall receive a total of _____% of Employee's institutional base salary, which is equal to \$_____, less applicable withholdings, to be paid on or about _.