

**THE OHIO UNIVERSITY  
2020 VOLUNTARY SEPARATION OR RETIREMENT PROGRAM**

**SUMMARY OF THE  
OHIO UNIVERSITY 2020 VOLUNTARY SEPARATION OR RETIREMENT PROGRAM**

This Voluntary Separation or Retirement Program document reflects the intent of Ohio University to offer a program to its eligible employees under which a qualifying employee, in consideration for voluntary separation from service under the terms provided herein, may receive payments or other incentives.

Under the Program, the University promises to pay the benefits described herein to, or on behalf of an Eligible Employee (defined herein) who agrees to separate from service with the University on May 31, 2020 and fulfills his or her contractual obligations as set forth in the Separation and Limited Release and Waiver of Claims Agreements signed by the Eligible Employee. Failure to fulfill contractual obligations set forth in the Separation and Limited Release and Waiver of Claims Agreements will result in forfeiture of benefits under the Program. Disability or death is not considered a lack of fulfillment of contractual benefits and does not preclude the Employee or beneficiary from receiving benefits under the Program.

This Program is not itself a retirement plan and is not intended to provide retirement income. This Program is intended to qualify as a severance pay plan as defined under Code Section 457(e)(11) and as a “window program” under Code Section 409A and Treasury Regulation Section 1.457-11(d)(3). It does not replace or alter the retirement plans sponsored by the University. Thus, an election to separate from service with the University and to receive payment(s) under this Program will not change benefits provided under a University retirement plan which an electing Eligible Employee may be eligible to receive.

## EXHIBIT A

### OHIO UNIVERSITY 2020 VOLUNTARY SEPARATION OR RETIREMENT PROGRAM

#### 1. Definitions

The following words and phrases, when capitalized, will have the following meaning unless a different meaning is clearly implied by the context:

- (a) “Base Rate of Pay” means either (i) for active employees, their annual base rate of pay as of February 1, 2020; or (ii) for employees on medical leave, other leaves, or sabbatical, their most recent annual base rate of pay when they were active employees. Stipends, overload, summer, temporary adjunct assignment pay, one-time payments, or any other similar payment not included in an employee’s normal base rate of pay are not included.
- (b) “Cause” means the following: (i) conviction of a felony or any other crime involving dishonesty; (ii) commitment of an act of fraud; (iii) any conduct of the Eligible Employee that constitutes moral turpitude, or that would tend to bring public disrespect, contempt, or ridicule upon the University; or (iv) a material violation by the Eligible Employee of any law, rule, regulation, constitutional provision, policy or by-law of the University, or local, state, or federal law, which reflects adversely upon the University.
- (c) “Code” means the Internal Revenue Code of 1986, as amended, and the regulations and guidance thereunder.
- (d) “Election Form” means the VSRP Election Form to Participate in the Ohio University 2020 Voluntary Separation or Retirement Program (See Exhibit B). The Eligible Employee submits this to the University to indicate agreement to participate in the Program.
- (e) “Eligible Employee” is defined as tenured professors; tenured associate professors; and administrative staff with the academic rank of tenured professor or tenured associate professor.

Notwithstanding any provision to the contrary herein, Eligible Employee does not include: (i) all employees of the Heritage College of Osteopathic Medicine, including tenured professors; tenured associate professors; and administrative staff with the academic rank of tenured professor or tenured associate professor; (ii) visiting, temporary, or on-call employees; (iii) special contract employees; (iv) any employees who have previously agreed to a buy-out offer, including an early retirement incentive plan; (v) an employee who has participated in the faculty early retirement program; (vi) an employee who has received notice of separation from service on or before May 31, 2020, including notification of a nonrenewal of an employment agreement; and (vii) the President, the Executive Vice President and Provost and the Chief Medical Affairs Officer.

Classification as “Eligible Employee” will be determined by the University in its sole discretion.

- (f) “Exit Date” means the date of an Eligible Employee’s separation of service from the University, which will be on May 31, 2020.
- (g) “Faculty Handbook” means the Ohio University Faculty Handbook in effect on February 1, 2020.
- (h) “HR Benefits” means the benefits office in the Ohio University Human Resources Office located at Human Resources and Training Center 222, 169 W. Union Street, Athens, Ohio 45701.
- (i) “Agreement” means the Separation and Limited Release and Waiver of Claims Agreement (See Exhibit C and Attachment A) signed by the Eligible Employee accepting the contractual

obligations of participation in the Program.

- (j) “University” means The Ohio University.
- (k) “VSRP” or “Program” means the Ohio University 2020 Voluntary Separation or Retirement Program.
- (l) “Window Period” means the period in which an Eligible Employee may make an election to participate in this Program, as defined in Section 5 of this Program.

## **2. Eligibility**

An Eligible Employee, as defined in Section 1 of the Program, may make an election to participate in this Program during the Window Period.

## **3. Date of Separation**

To participate in the Program, an Eligible Employee must agree to separate from service with the University on the Exit Date.

Following the Eligible Employee’s Exit Date, the Eligible Employee is free to accept full or part-time employment with any other employer; provided, however, the Eligible Employee electing to participate in the Program does not violate Ohio Revised Code Section 2921.42(A)(3) and waives any right to rehire or reinstatement with the University. Any future employment of the Eligible Employee with the University will be at the sole discretion of the University and require the President’s approval. The Eligible Employee must continue to fulfill all duties and expectations of his/her employment during the time period between when he/she elects to participate in the Program and the Exit Date.

## **4. Program Benefits**

Eligible Employees who make an election to separate from service on the Exit Date will receive the following benefits under the Program:

- (a) Financial Compensation. A payment equal to 100% of the Eligible Employee’s Base Rate of Pay.
  - i. The total amount of payments will be made to the Eligible Employee in four equally divided payments on the following schedule: (1) the final payroll processed in July 2020; (2) the final payroll processed in December 2020; (3) the final payroll processed in July 2021; and (4) the final payroll processed in December 2021.
  - ii. For an Eligible Employee enrolled in the University’s medical insurance plan as of February 1, 2020, an additional taxable payment of \$20,000 to help defray the cost of medical expenses processed in the final payroll in July 2020.
  - iii. Notwithstanding the benefits described above, the sum of the total payments provided in 4(a) shall not exceed the lesser of two (2) times the compensation limitation under Internal Revenue Code Section 401(a)(17) or two (2) times the employee’s annualized compensation for the 2019 tax year.
  - iv. Participation in and receipt of any and all other retirement plans and benefits offered to an Eligible Employee will remain unchanged.
- (b) Educational Benefits.
  - i. Separating Eligible Employees and their qualified dependents who are currently enrolled at the University are eligible to receive educational benefits as set forth in University Policies 40.015 and 40.016 continuing on the Exit Date and terminating on or before December 31, 2022 for undergraduate and graduate benefits. Such educational benefits are considered taxable income under the Code. The University will furnish the separating employee with proper tax-related documentation to include when filing their taxes.

- ii. For purposes of this 4(b), the term “qualified dependent” is defined in University Policy 40.016.
- (c) Notwithstanding the benefits described above, the sum of the total program benefits provided in 4(a) and (b) shall not exceed the lesser of two (2) times the compensation limitation under Internal Revenue Code Section 401(a)(17) or two (2) times the employee’s annualized compensation for the 2019 tax year.

Participation in and receipt of any and all other retirement plans and benefits offered to an Eligible Employee will remain unchanged including but not limited to: the right to purchase continuation of health care coverage as is required under applicable federal law; (ii) educational benefits for retirees; (iii) cash out of sick leave and/or vacation, if qualified; and (iv) other minor benefits normally extended to separated or retired faculty employees, including, but not limited to items such as access to University e-mail and the library.

## 5. Election

An Eligible Employee meeting the eligibility requirements of Section 2 may participate in this Program by making an election to do so. The election to participate in the Program is subject to the following terms and conditions.

- (a) The election is completely voluntary.
- (b) The Window Period for election will be at least 45 calendar days and, unless determined otherwise by the University to provide for proper communication of the Program, will begin as of February 5, 2020 and close on March 21, 2020. The Election Form (Exhibit B) and Release and Waiver of Claims Agreement (Exhibit C) must be postmarked by March 21, 2020 or delivered in person to HR Benefits by 5:00 p.m. on March 20, 2020.
- (c) An election is deemed made upon receipt by HR Benefits of a complete and signed copy of the Election Form and Agreement, provided that such election is timely made pursuant to Subsection (b) of this Section 5.
- (d) Except as provided in Subsections (e) of this Section 5, once made, the election cannot be withdrawn or modified by the Eligible Employee.
- (e) The University reserves the right to determine whether to accept, modify, or terminate an employee’s election under this Plan, when, in the University’s sole discretion, such actions are deemed appropriate to meet the University’s academic, programmatic, or economic needs, or when the electing employee becomes incapable of carrying out his or her responsibilities and duties under this election.
- (f) To receive the plan benefits, participants must (1) sign and return the Release and Waiver of Claims Agreement with the Election Form within the Window Period; and (2) sign and return a second Release and Waiver of Claims Agreement within 45 days of their Exit Date. In both cases, to receive the plan benefits, participants must not exercise their right of revocation contained within those agreements.

Notwithstanding anything herein to the contrary, the Eligible Employee’s election to participate in the Program will not create any contract entitling the Eligible Employee to work through the specified Exit Date, and the University continues to reserve the right to terminate or lay-off an Eligible Employee in accordance with applicable law and, for faculty members, also in accordance with the Faculty Handbook. However, if an Eligible Employee who has elected to participate in the Program should be laid-off or otherwise terminated without Cause, he or she will receive the same Program benefits that would have applied had he or she continued to work (or continued on approved leave) until the Exit Date under the Program.

The Election Form and Agreement will be provided to each Eligible Employee.

## **6. Effect of Program Election**

This Program is not intended to provide retirement income, nor does it replace or alter the retirement plans sponsored by the University. The election to end employment with the University and to receive payments under this Program will not change benefits provided under the University retirement plans that an electing Eligible Employee may otherwise be eligible to receive.

## **7. Death or Disability**

If the Eligible Employee has filed a written election to participate in the Program and dies before receiving all benefits under Section 4 of the Program, those payments will be made as follows:

- (a) If the employee has filed a written election to participate in the Program and dies before his or her Exit Date, payments provided pursuant to Section 4(a) will be made directly to the beneficiary named on the employee's University-provided life insurance benefit on the same schedule that would have applied had the employee survived until the agreed separation date under the Program.
- (b) If the employee retires from service and is entitled to benefits under Section 4(a) of the Program, but dies before receiving all such benefits, then the beneficiary named on the employee's University-provided life insurance benefit will receive the remaining benefits on the same schedule that would have applied had the employee survived until the full payment is made.

Payment pursuant to Section 4(a) will be made to a beneficiary only upon proper proof submitted to and accepted by the plan administrator, establishing legal entitlement to be paid.

If the employee has filed a written election to participate in the Program and becomes disabled (so that in the opinion of a physician acceptable to the University, the employee will be unable to return to full-time work prior to the agreed Exit Date) then the employee will receive severance benefits on the same schedule that would have applied had he or she continued to work (or continued on approved leave) until the agreed Exit Date under the Program. An employee who becomes disabled after filing an election to participate in the Program will not be able to revoke that election after the close of the Window Period and the Revocation Period have passed.

## **8. Divorce**

To the extent required under any final judgment, decree or order by a court (including approval of a property settlement agreement), referred to as the "Order," that (i) relates to the provision of child support, alimony payments, or marital property rights; (ii) is made in compliance with Code Section 414(p); and (iii) is made pursuant to a state domestic relations law, any portion of a Eligible Employee's benefits may be paid to a spouse, former spouse, child or other dependent of the Eligible Employee (the "Alternate Payee"). A separate account will be established with respect to the Alternate Payee, in the same manner as the Eligible Employee, and any amount so set aside for an Alternate Payee will be paid out within ninety (90) days of the date of the Order. Any payment made to an Alternate Payee pursuant to this paragraph will be reduced by required income tax withholding.

The Program's liability to pay benefits to an Eligible Employee will be reduced to the extent that amounts have been paid or set aside for payment to an Alternate Payee pursuant to an Order. No such transfer will be effectuated unless the University as the former employer (plan sponsor) has been provided with such an Order.

The University or its agents and representatives, will not be obligated to defend against or set aside any Order, or any legal order relating to the garnishment of an Eligible Employee's benefits, unless the full expense of such legal action is borne by the Eligible Employee. If the Eligible Employee's action (or inaction) nonetheless causes the University as former employer to incur such expense, the amount of the expense may be charged against the Eligible Employee's benefit amount and thereby reduce the University's obligation to pay benefits to the Eligible Employee. In the course of any proceeding relating to divorce, separation, or child support, the University will be authorized to disclose information relating to the Eligible Employee's benefits to the Alternate Payee

(including the legal representatives of the Alternate Payee), or to a court.

## **9. Assignment**

Eligible Employees shall not have the right to assign, transfer, pledge, or otherwise convey the right to receive any amount or payments which may become due under this Program. Any such attempted assignment, transfer, pledge, or other conveyance shall not be recognized by the University.

## **10. Additional Conditions**

As a condition of participation in the Program, and in consideration of benefits to be received under the Program, an Eligible Employee will be required to sign the Agreement which waives all future employment rights and property rights, all entitlement to future wage and benefit increases, all rights to participate in the faculty early retirement program pursuant to Section 3.R. of the Faculty Handbook, and all rights to participate in any University-sponsored benefit plans (other than the right to payments under this Program and the right to purchase continuation of health care coverage as is required under applicable federal law). The University and/or Board of Trustees reserve the right to offer or not offer similar Programs in the future, without obligation to those electing this Program.

An Eligible Employee who wishes to elect to participate in the Program will be required to execute and to deliver to HR Benefits the Election Form and Agreement during the Window Period. Documents will be considered delivered to HR Benefits if they are delivered in person or postmarked before the Window Period expires.

## **11. Amendment or Termination of Program**

The University, at its discretion, may amend or terminate this Program, provided that such amendment or termination will not change any rights or interests of any Eligible Employee who has made an election under it prior to such amendment or termination.

## **12. Code Sections 457 and 409A**

This Program is intended to qualify as a severance pay plan under Code Section 457(e)(11) and a “window program” under Code Section 409A so as to not constitute deferred compensation under Code Sections 409A, 457(b), and 457(f). In no event may the University or an Eligible Employee accelerate or delay payment or the Exit Date in a manner inconsistent with this intent. The Program will be interpreted and administered in a manner consistent with this intent. Amounts payable under this Program upon retirement, termination, or any similar term will be payable only when the Eligible Employee incurs a “separation from service” as defined under Code Section 409A. Each payment of benefits under this Program is intended to constitute separate payments for purposes of Code Section 409A.

## EXHIBIT B

### VSRP ELECTION FORM

#### TO PARTICIPATE IN THE OHIO UNIVERSITY 2020 VOLUNTARY SEPARATION OR RETIREMENT PROGRAM

Separation of service occurs when you cease employment with the University. To be considered a retiree, you must meet the eligibility requirements in University Policy 41.090 by May 31, 2020. Per University Policy 41.090 to separate service as a retiree you must be a benefits eligible employee per University Policy 41.101, have at least five years of service with the University, and must have achieved a total qualified service and age combination of at least five years of service and least age 60, or at least 25 years of service and at least age 55, or at least 30 years of service at any age. You do not need to retire from STRS or your Alternative Retirement Plan to separate service from the University as a retiree. If you elect to participate in the VSRP as a retiree and are not eligible to retire you will be defaulted to a separation.

#### YOU MUST SELECT BELOW WHETHER OR NOT YOUR SEPARATION FROM SERVICE SHOULD BE CONSIDERED A RETIREMENT FROM THE UNIVERSITY

By signing below, I acknowledge that:

- I understand that by submitting this form, I am submitting my resignation as an employee of Ohio University for the purpose of separating or retiring as a participant in the Ohio University 2020 Voluntary Separation or Retirement Program. I read all the information provided to me concerning the Program.
- *I understand that my resignation, once accepted, cannot be changed or revoked.*
- I understand that I do not qualify for unemployment compensation.
- *I understand that this election is irrevocable.*
- **I understand that to receive the incentives under this program, I must sign and return the attached Release and Waiver of Claims Agreement with this form.**
- **I further understand that on or after my Exit Date, I must sign and return a *second* Release and Waiver of Claims Agreement. I will have 45 days after my Exit Date to return that Agreement, although I am permitted to return it on or after my Exit Date but before 45 days have passed.**
- **I understand that I must sign and not revoke BOTH Release and Waiver of Claims Agreements to receive the benefits of this Program.**
- Retirement incentives are subject to income tax but are not subject to retirement contributions or included in the life insurance coverage calculation. I acknowledge that I have had the opportunity to consult with my retirement plan provider (OPERS/STRS/ARP) and legal counsel to determine the impact of accepting the retirement incentive and retiring **on or before May 31, 2020.**
- I understand that I must continue to fulfill all duties and expectations of my employment during the time period between the date I elect to participate in the Program and the Exit Date of May 31, 2020.
- I understand that participation in this program is not a guarantee or promise that the University will not, now or in the future, have to reduce its workforce through position elimination or layoff.
- I understand that I will not be eligible to participate in the faculty early retiree program.
- I understand and acknowledge that I have no right to re-employment with the University following retirement. Future employment with the University will be at the sole discretion of the University.
- If an alternate payee is required in connection with a child support order, alimony, or other similar domestic relations order, I have provided that documentation with this form.



**Employee Election**

I hereby voluntarily elect to participate in the Ohio University 2020 Voluntary Separation or Retirement Program. I hereby affirm and acknowledge that I have read and understood this election, that I have had sufficient time and opportunity to review and discuss it with persons of my choice, including legal counsel, and that I have obtained all the information I need to make this election. I fully understand and appreciate the meaning of each of the statements in this election and I make this election freely and voluntarily and am not under any pressure or coercion. There are no other representations, promises, understandings or agreements, written or oral, in relation to my application to participate in the Ohio University 2020 Voluntary Separation or Retirement Program, or my resignation and retirement between the University and me, except as expressly set forth herein.

Employee ID #:

\_\_\_\_\_

Should your separation be considered a retirement?  
(circle one)

**Yes, I am  
retiring**

**No, I am  
resigning but  
not retiring**

Proposed Separation/Retirement Date

\_\_\_\_\_

Effective Date of Separation/Retirement:

\_\_\_\_\_

**Alternate Payee Required?    YES                      NO**  
(If yes, please provide supporting documentation with this election form)

RESIGNATION/RETIREMENT - I hereby submit my resignation as an employee of Ohio University for the purpose of participating in the Ohio University 2020 Voluntary Separation or Retirement Program. I understand and acknowledge that my decision to participate is purely voluntary, that I must retire or separate **on the Effective Date of Separation/Retirement stated above.**

**I understand that my resignation, once accepted, is irrevocable.**

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

On behalf of the University, I accept your resignation as specified above.

\_\_\_\_\_  
Chief Human Resources Officer / Designee

\_\_\_\_\_  
Date

**POSTMARK BY MARCH 21, 2020  
OR DELIVER IN PERSON TO HR BENEFITS BY 5:00 P.M. ON MARCH 20, 2020**

Received in HR Benefits on \_\_\_\_\_ by HR Representative \_\_\_\_\_  
(Signature)

## EXHIBIT C

### OHIO UNIVERSITY 2020 VOLUNTARY SEPARATION OR RETIREMENT PROGRAM

#### RELEASE AND WAIVER OF CLAIMS AGREEMENT

This Release and Waiver of Claims Agreement (the "Agreement") is executed by and between \_\_\_\_\_ on his/her own behalf and on behalf of his/her heirs, executors, administrators and assignees (collectively, the "Employee") and Ohio University (the "University").

**WHEREAS**, the Employee is an Eligible Employee who may become entitled to receive certain severance incentive payments in accordance with the terms of the Ohio University 2020 Voluntary Separation or Retirement Program (hereinafter "VSRP" or "Plan");

**WHEREAS**, the Employee has indicated that he/she is desirous of becoming a Participant in the Plan;

**WHEREAS**, as a condition of the Employee becoming a Participant in the Plan, the Employee is required to enter into this Release and Waiver of Claims Agreement within the time periods specified herein; and

**WHEREAS**, the Plan is being offered to meet operational and budgetary needs of the University. The VSRP is offered to Ohio University employees meeting the VSRP eligibility criteria as identified in the Plan document; and is not a fringe benefit.

**NOW, THEREFORE, IT IS AGREED** by and between the Employee and the University as follows:

(1) The Employee by signing this Release and Waiver of Claims Agreement hereby affirms his or her decision to become a Participant in the Plan by agreeing to retire from employment as an Employee of Ohio University effective May 31, 2020 or an alternate exit date determined by the University based on operational and educational needs but no later than December 31, 2020.

(2) To the fullest extent permitted by law and only to the extent permitted by law, the Employee, in consideration of the University's promises under the Plan, waives, releases and forever discharges the University, the University's Board of Trustees, individual Board members, both past and present, the University's past and present administrators, employees, agents, and representatives from any and all claims, actions or suits arising from, relating to, concerning or touching upon his/her employment with the University or the ending of his/her employment with the University, so long as such claims are able to be waived under governing law, including but not limited to:

(A) Any claim, action or suit alleging that he/she was illegally or improperly forced to resign his/her employment with the University;

(B) Any grievance, claim, action or suit alleging that the University breached any provision of its policies, procedures, employment agreements or collective bargaining agreement;

(C) To the extent such claims may be waived under the law, any claim, action or suit alleging that the University illegally discriminated against him/her in violation of any state or federal law or constitutional provisions, including any claim under Title VII of the Civil Rights Act of 1964, 42 USC §2000e, et seq., 42 USC §1983, and Ohio Revised Code Chapter 4112;

(D) Any claim, action or suit alleging that the University discriminated against him/her on the basis of his/her age in violation of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §621, et seq., including any claim under the Older Workers Benefit Protection Act and Ohio Revised Code Chapter 4112;

(E) Any claim, action or suit alleging that the University violated the employee's rights;

(F) To the extent such claims may be waived under the law, any claim, action or suit seeking monetary relief or any personal right of recovery of any kind in a lawsuit brought on his/her behalf by any local, state or federal administrative agency would have jurisdiction alleging that he/she was improperly separated, treated or discriminated against as an Employee of the University;

(G) Any claim, action or suit over which any state or federal court would have jurisdiction, including, but not limited to, any claim of mental and/or physical injury; damage to or loss of personal reputation, defamation, intentional infliction of emotional distress or violation of constitutional rights;

(H) Any claim, action or suit for salary, fringe benefits and/or other costs, expenses or attorney fees; and

(I) Any taxes to any government entity that are owed on behalf of the Employee. The Employee acknowledges and accepts any tax and Medicare consequences and liability resulting from the Plan as his/her personal liability.

Exclusively as the Agreement pertains to the Employee's release of claims under the Age Discrimination in Employment Act ("ADEA"), the Employee, pursuant to and in compliance with the Older Workers Benefit Protection Act: (i) is advised to consult with an attorney prior to executing this Agreement; (ii) is afforded a period of forty-five (45) calendar days to consider the Agreement; (iii) may revoke the Agreement during the seven (7) calendar days following its execution; and (iv) is provided Attachment A, which is a Waiver Disclosure Form containing statistical information about employees who are and are not eligible and selected for the VSRP. The Employee's knowing and voluntary execution of the Agreement is an express acknowledgment and agreement that the Employee had the opportunity to review the Agreement with an attorney if he/she so desired; that Employee was afforded forty-five (45) days to consider the Agreement before executing it (even if the Employee voluntarily chose to sign the Agreement prior to the expiration of the 45-day period); that Employee agrees the Agreement is written in a manner that enables him/her fully to understand its contents and meaning; and that Employee is being given seven (7) days to revoke the Agreement.

(3) Notwithstanding the foregoing, the Employee does not hereby release any claims that may not be waived under the law, including but not limited to the right to participate in an administrative agency proceeding, and does not waive any claims that may arise with respect to the operation and administration of this Plan after the date of his or her retirement or termination of employment. After the Employee's retirement or termination of employment under the Plan, the Employee shall be permitted to take any action that is permitted under applicable law to enforce the terms of the Plan and Employee's rights thereunder.

(4) THIS AGREEMENT MAY BE REVOKED BY THE EMPLOYEE BY SO NOTIFYING THE PLAN ADMINISTRATOR AND HUMAN RESOURCES OF THE UNIVERSITY, IN WRITING, WITHIN SEVEN (7) DAYS FROM THE DATE THE EMPLOYEE SIGNS THIS AGREEMENT. If this Agreement is not so revoked, it shall become effective, enforceable and irrevocable. There is no obligation of the University to make any payments prior to expiration of the revocation period.

(5) The Employee acknowledges and agrees that the University and its representatives, agents and employees have not made, and that Employee has not relied on, any representation(s) or promise(s) from the University, its employees, representatives and agents in making his/her decision to enter into this Agreement, except for the representations and promises that are contained in this Agreement. The Employee and the University further understand and agree that this Agreement constitutes the entire understanding and agreement between them pertaining to its subject matter; supersedes any other agreement, written or otherwise, pertaining to its subject matter; and, constitutes their full obligation to

one another.

The Employee acknowledges that he/she has not relied upon any representation or statement by any representative, employee or agent of the University with respect to any tax and Medicare consequence(s) of the Plan. The Employee acknowledges and accepts any tax consequence(s) and liability resulting from the Plan as his/her personal liability and will not attempt to or otherwise hold the University or any representative, agent or employee of the University responsible for any tax consequence(s) or liability resulting therefrom.

(6) This Agreement shall be binding upon the University and the Employee, as well as the Employee's heirs and executors.

(7) The Employee acknowledges that no representations have been made to the Employee regarding the availability, unavailability, level or character of retirement or severance benefits which may or may not be made available in the future to the employees of the University. The Employee affirms that the terms of the Plan represent good and valuable consideration for the Employee's retirement, regardless of any severance or retirement incentive benefits which may become available in the future to employees of the University. The Employee understands that increased, different or reduced benefits and/or additional programs of the same or similar character may be made available in the future and the Employee expressly disclaims any reliance on any representations to the contrary.

(8) The Employee waives any right to apply for reemployment or be considered for rehire or reinstatement with the University. Any future employment of the Eligible Employee with the University will be at the sole discretion of the University and only at the initiation of the University.

(9) As a condition of becoming a Participant in the Plan, and in consideration of benefits to be received under the Plan, the Employee waives all future employment rights, property rights, all entitlement to future wage and benefit increases, all rights to participate in any University-sponsored benefit plans (other than the right to payments under this Plan and the right to purchase continuation of health care coverage as is required under applicable federal law). In addition, Eligible Employees and their qualified dependents will continue to be eligible for Educational Benefits as set forth in University Policies 40.015 and 40.016 and any applicable collective bargaining agreement provision. The University and/or Board of Trustees reserve the right to offer or not offer similar plans in the future without obligation to those electing this Plan.

(10) The Employee, his/her beneficiary and any other person having or claiming any right to payments under the Plan or to any interest under the Plan shall rely solely on the unsecured promise of the University, and nothing in the Plan shall be construed to give the Employee, beneficiary or any other person any right, title, interest or claim in or to any specific asset, fund, reserve, account or property of any kind whatsoever owned by the University or in which it may have any right, title or interest now or in the future, but the Employee, beneficiary or any other person shall have the right to enforce his/her right to the Plan benefits against the University in the same manner as any unsecured creditor. Specifically, the Employee, beneficiary and any other person shall have no rights in any annuity or other investment account or the proceeds of any annuity or investment account purchased or entered into by the University for the purpose of providing the University with the funds to meet its obligations under the Plan.

Further, the Employee, beneficiary and any other person shall have no right to commute, sell, assign, transfer or otherwise convey the right to receive any payments hereunder, which payments and right thereto are expressly declared to be non-assignable, non-transferable, and not subject to transfer by operation of law in the event of bankruptcy or insolvency, attachment, garnishment and execution, except as required by applicable law.

(11) It is further specifically understood by the Employee and the University that this voluntary severance from employment with the University will disqualify the Employee from receipt of unemployment benefits pursuant to the provisions of Ohio law as it constitutes a voluntary termination of

employment without cause attributable to the employer.

(12) This Agreement shall be subject to, and governed by, the laws of the State of Ohio, without regard to any choice of law or conflict of laws provisions, and irrespective of the fact that Employee may now be, or may become, a resident of a different state.

(13) The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement or the Plan shall be the Ohio Court of Claims in Franklin County in the State of Ohio, and the Employee and University irrevocably consent to the personal jurisdiction of such court.

(14) If any parts of this Agreement are found to be void, the remaining provisions of the Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

(15) Signatures:

**Ohio University**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Employee**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**POSTMARK BY MARCH 21, 2020  
OR DELIVER IN PERSON TO HR BENEFITS BY 5:00 P.M. ON MARCH 20, 2020**

Received in HR Benefits on \_\_\_\_\_ by HR Representative \_\_\_\_\_  
(Signature)

## Attachment A

### WAIVER DISCLOSURE FORM

The following information about the Ohio University 2020 Voluntary Separation or Retirement Program (the “Program”) is provided pursuant to the Older Workers Benefit Protection Act of 1990, which is an amendment to the Age Discrimination in Employment Act (the “ADEA”). This information is intended to assist you in making a fully informed decision whether to participate in the Program.

The University recognizes that this data contains personal information related to age and position titles about you and your colleagues. The University is required by federal law to provide you with this information. The University requests that you are sensitive to the privacy of this information about your colleagues at the University.

The decisional unit and eligibility factors for this program include tenured professors; tenured associate professors; and administrative staff with the academic rank of tenured professor or tenured associate professor. Information on eligibility can be found in Exhibit A.1.(e).

The Program is not available to: (i) all employees of the Heritage College of Osteopathic Medicine, including tenured professors; tenured associate professors; and administrative staff with the academic rank of tenured professor or tenured associate professor; (ii) visiting, temporary, or on-call employees; (iii) special contract employees; (iv) any employees who have previously agreed to a buy-out offer, including an early retirement incentive plan; (v) an employee who has participated in the faculty early retirement program; (vi) an employee who has received notice of separation from service on or before May 31, 2020, including notification of a nonrenewal of an employment agreement; and (vii) employees with individual employment agreements (annual appointment letters do not qualify as individual employment agreements).

The below information is a list of all employees eligible for the Ohio University 2020 Voluntary Separation or Retirement Program, their ages, job titles, and indicates which the numbers of employees who were and were not eligible to participate pursuant to the terms of the program.

<b>Age</b>	<b>Number of Associate Professors Eligible By Age</b>	<b>Number of Professors Eligible By Age</b>	<b>Number of Associate Professors NOT Eligible By Age</b>	<b>Number of Professors NOT Eligible By Age</b>
35	3			
36	5			
37	4			
38	9	1		
39	5		1	
40	6	1		
41	8			
42	15	5	1	
43	16	4	1	1
44	10	3	1	1
45	10	4	1	
46	13	6	1	
47	12	5		1
48	16	8	1	
49	13	6	1	1
50	12	13		2
51	9	5		1

52	20	8		1
53	10	9	1	1
54	18	12	3	
55	7	11	1	
56	9	8	2	
57	8	12	2	1
58	12	13		1
59	14	15	1	
60	7	14	1	1
61	6	13		
62	6	16		
63	5	19	1	2
64	11	16	2	
65	7	7	2	
66	7	9		1
67	2	6		
68	3	4		1
69	3	2		2
70	3	3	1	
71	3	2		
72	3	5		
73	1	1		1
74		2		
75	1	2		
76	1			
78	1	1		
80		1		
84		1		
89		1		