

**WEBER STATE UNIVERSITY
VOLUNTARY SEPARATION INCENTIVE PROGRAM (VSIP)
AGREEMENT**

This Agreement between Weber State University, a public institution of higher education in State of Utah (“University”), and _____, a current employee of University (“Employee”), embodies the terms and conditions upon which Employee agrees to accept and participate in the Voluntary Separation Incentive Program (“VSIP”) offered by Weber State University. University and Employee may be jointly referred to as the “Parties” for purposes of convenience herein.

RECITALS

WHEREAS, the University has offered a VSIP on August 16, 2021, which parameters have been provided to Employee; and

WHEREAS, University has approved Employee’s application under the criteria described in the VSIP; and

WHEREAS, Employee has reviewed and voluntarily agreed to the terms and conditions of the VSIP;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

TERMS OF AGREEMENT

1. Separation.

Employee resigns as an employee of the University effective as of the Employee’s termination date, which is set forth in the letter of resignation attached as Exhibit “A” (separation date must be on or before June 30, 2022). Resignation includes relinquishing of tenure, as applicable.

2. Separation Incentive Payment.

In consideration of Employee’s voluntary decision to terminate from the University, the University will make a one time Voluntary Incentive Payment of _____. This payment will be made with the last regular paycheck as an active employee following the separation date.

III. Deductions.

Employee understands that the University will deduct from the gross VSIP payment, federal withholding taxes and other deductions the University is required by law to make from wage payments to employees. Employee further understands that this amount is all the employee is entitled to receive from the University. Employee will receive no further wages,

vacation or other similar payments after the employment termination date, except as provided by University policy for all separating employees.

IV. Benefits.

Employee will be provided no other benefits under this Agreement after Employee's termination date. No additional contributions will be made by the University to the Employee's retirement program after the employment termination date. In addition, no retirement contribution will be made on the amount of Employee's VSIP payment. This Agreement does not affect the terms and conditions of Employee's regular retirement program under Utah State law. In addition, Employee may be eligible to continue on the University's health plan at their own expense for a period of time as may be permitted under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA). This Agreement also does not affect any Agreement that has been entered into between the Employee and the University regarding early retirement benefits for eligible employees as described in PPM 3-41.

V. Early Termination.

This Agreement shall terminate without further notice in the case of Employee's death prior to the employment termination date.

VI. Reemployment.

Employee acknowledges and understands that the University cannot, except by personal approval of the President, reinstate Employee on a salaried basis within three years of the separation date.

VII. Voluntary Acceptance.

1. Employee states clearly and without any reservation that their entering into this Agreement is done voluntarily and for the purpose of taking advantage of this program offered by the University.
2. Employee further acknowledges that no person, organization, employee, officer or agent of the employer has suggested or otherwise attempted to cause, force or coerce the Employee to involuntarily take advantage of this program and to terminate employment with the University.

VIII. De-provisioning.

Employee will clean Employee's office, return all keys, cards, and other University property to the University and will comply with all other procedures required by the University necessary to terminate Employee's employment on or before Employee's resignation date.

IX. Complete Release of Claims and Grievances.

In consideration for the Voluntary Incentive Payment provided for in this Agreement, to the extent permitted by law, the Employee hereby releases the State of Utah, Weber State University, its trustees, officers, employees, agents, volunteers, or assigns, past and present,

in both their official capacities and individually from all claims, grievances, complaints, demands and causes of action of any kind whether known or unknown, internal or external, including those that may be pending, arising under the law, policy, in equity or otherwise, and whether based in tort, contract, statute, the constitutions of the United States or the State of Utah or any other basis that Employee has or may have as of the date of execution of this Agreement, including but not limited to claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 29 U.S.C. Section 621 et seq., as amended by the Older Worker's Benefit Protection Act of 1990 or any other federal or state law relating to discrimination in employment based upon age. This also includes, but is not limited to, all claims asserted and any action for costs, interest or attorney's fees, which arise in whole or in part from Employee's employment with University. Notwithstanding anything herein, Employee does not release any claim, demand, grievance, or cause of action that may arise after the date of execution of this Agreement. The terms of this Agreement shall survive execution of the release provided in this paragraph of the Agreement.

X. Counsel and Consulting.

Employee acknowledges that Employee has read and understands this Agreement and executes it voluntarily and without coercion. This Agreement constitutes notification to Employee that Employee has the right to consult an attorney, including tax counsel, prior to signing this Agreement and that Employee is hereby advised by the University to do so. Employee represents and agrees that to the extent desired, Employee has consulted with such individuals described herein.

XI. OWBPA.

As required by the Older Workers Benefit Protection Act (OWBPA), which is an Amendment to the Age Discrimination in Employment Act (ADEA), Employee acknowledges that they have been given a period of forty-five (45) days within which to consider and execute this Agreement beginning August 16, 2021. If I voluntarily choose to execute this Agreement prior to the expiration of this forty-five day period, I will execute Exhibit B, attached.

Employee also understands that they have seven (7) days following their execution of this Agreement to revoke it in writing. To be effective, Employee must submit such revocation in writing to the Office of University Legal Counsel, 3850 Dixon Parkway, Dept 1030, Ogden, Utah, 84408, no later than seven (7) days after his/her execution of this Agreement. Such revocation must either be received by that office or postmarked within the seven (7) day period.

Employee acknowledges that they have been provided the opportunity to review the information about the class of individuals covered by the VSIP program including time frames and all University eligible employees who applied to participate, as set forth in the VSIP Guidelines incorporated by reference to this Agreement, which were provided to Employee on August 16, 2021. Employee acknowledges further that Employee has been

provided with access to a list of the number of employees by age and job title who are eligible and who are not eligible to elect to receive benefits pursuant to this program.

XII. Policies and Rules.

Employee understands and acknowledges that Employee shall be subject to all normally applicable University policies and rules while Employee is employed with the University. In the event the University determines that Employee committed a violation of policies or rules warranting termination of Employee, after appropriate review of the matter consistent with University policy, the University may deem the violation to be a material breach of this Agreement and the University may terminate this Agreement with no obligations.

XIII. Miscellaneous Terms.

1. Entire Agreement.

This Agreement is the entire Agreement between the parties regarding the subject matter and supersedes and cancels all prior negotiations, warranties, representations, undertakings, and agreements, if any between the parties with respect thereto, except as described herein. This Agreement may not be modified in any manner except by a written instrument signed by the University and Employee. There are no oral agreements that modify or affect this Agreement. This Agreement is not assignable.

2. Governing Law.

This Agreement, and any disputes arising under, regarding, or relating to it shall be governed by and construed in accordance with the laws of the State of Utah regardless of the choice of law rules of Utah or any other state. Employee consents to the exclusive jurisdiction of the state and federal courts of Utah, and specifically waives any objection to disputes regarding or relating to this Agreement being litigated solely in those courts.

3. Severability.

Should any provision of this Agreement be held illegal or unenforceable in a final judgment of any court of competent jurisdiction, then such provision shall be deemed severed from this Agreement, and the remainder of the Agreement shall continue in full force and effect.

4. Binding Effect.

The Parties agree that this Agreement will not become effective until each of the following conditions have been met: (a) the Employee has executed the Agreement; (b) the revocation provided for within the Agreement has expired; and (c) each of the University's signatories to this Agreement has executed the Agreement. By affixing signatures below, the parties verify that they are authorized to enter into this Agreement and that they accept and consent to be bound by the terms and conditions stated herein.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. EMPLOYEE ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND ARE VOLUNTARILY ENTERING INTO IT.

Employee Signature: _____ Date: _____

Official Termination Date: _____

University Approvals:

Assistant Vice President for Human Resources: _____

Date: _____

Dean/Director : _____ Date: _____

Vice President: _____ Date: _____

EXHIBIT "A"

I, _____, hereby resign from my employment as

_____ at Weber State University

effective _____, _____. I acknowledge that I have been given forty-five days to review this Agreement and executing this Exhibit A does not necessitate restarting that time period.

Employee

Date

EXHIBIT "B"

ELECTION TO EXECUTE AGREEMENT PRIOR TO EXPIRATION

OF FORTY-FIVE DAY CONSIDERATION PERIOD

I, _____, understand that I have forty-five (45) days, beginning August 16, 2021, within which to consider and execute the attached Voluntary Separation Incentive Program Agreement, including the Complete Release. However, after having an opportunity to consult with counsel, I have freely and voluntarily elected to execute the Agreement and Release before such forty-five (45) day period has expired.

Signature

Date

Witness to Signature