

WEBER STATE UNIVERSITY

STAFF VOLUNTARY SEPARATION INCENTIVE PROGRAM

AGREEMENT

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

MUTUAL UNDERSTANDINGS

There are several relationships and situations which presently exist which both Parties understand and which form the basis for this Agreement. These understandings include the following:

- A. Employee is currently employed by the University and has the right to continued employment under the policies of the University.
- B. The University does not have in place any policy or practice requiring the Employee to terminate this employment relationship or in any way diminish the terms and conditions of employment.
- C. The University has an Early Retirement Program (PPM 3-41) that the Employee may also wish to consider. The Early Retirement Program is separate and apart from this Voluntary Separation Incentive Program. An employee wishing to apply for the Early Retirement Program will need to complete the necessary required documents and obtain required approvals. An Employee may be eligible for one, both, or neither of these programs offered.
- D. The terms and conditions of employment and termination of employment are regulated by law and University policy.
- E. An application for the Voluntary Separation Incentive Program must be received **no later than Friday, January 8, 2010, by 5:00 p.m.** at the Human Resources Department (MA111). There will be no extension of the deadline or acceptance of late applications. An application may be picked up at the Human Resources Department or on-line. **There are no current plans for future offerings of this program.**

F. An eligible Employee separating under this Voluntary Separation Incentive Program must terminate salaried employment from the University on a mutually, agreed-upon date, but no later than March 15, 2010 (unless another day is approved by the Provost/VP). The Employee's termination date will be effective as per the letter of resignation attached hereto as Exhibit "A".

G. An Employee who receives a severance amount under this program shall not be eligible for rehire into a full-time benefit eligible position at the University for six months after the termination date. Any exceptions shall require the approval of the President.

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

TERMS OF AGREEMENT

I. Eligibility Requirements.

A. Those eligible to apply for the program include salaried employees who are benefits-eligible executives, professional or classified staff. Faculty members with or without rank or tenure are not eligible. Probationary, temporary, or hourly employees in any capacity are not eligible.

B. An Employee separating under this program is offered a one-time separation incentive equal to twenty-five percent (25%) of 2008-09 annual base salary but no less than \$12,000 (pro-rated for those less than .75 FTE).

II. Separation Incentive Payment.

Employees meeting certain standards may voluntarily elect to terminate the employment relationship and receive special consideration under the Voluntary Separation Incentive Program. Your award for the Voluntary Separation Incentive Program will be _____, based on the criteria set forth in Section I(B) above.

III. Deductions.

Employee understands that the University will deduct from the gross Voluntary Separation Incentive Program 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.

No other benefits shall be provided under this Agreement, and no additional contributions will be made by University to Employee's retirement program after the employment termination date. In addition, no retirement contribution will be made on the amount of Employee's Separation Incentive Program payment. This Agreement does not affect the terms and conditions of Employee's regular retirement program under Utah State law.

V. Early Termination.

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

VI. Voluntary Acceptance.

A. Employee states clearly and without any reservation that his/her entering into this separation agreement is done voluntarily and for the purpose of taking advantage of this program offered by the employer.

B. 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 the employee's employment with the employer.

VII. Complete Release.

Based upon the foregoing consideration, Employee hereby releases and forever waives any and all rights to bring a lawsuit, cause of action, grievance, or any claim or action whatsoever under either state or federal law, against 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, arising from or related to any matter pertaining to Employee's employment at the University. Employee does not waive any rights or claims arising after the Effective Date of this Agreement; his/her rights to enforce any of the terms of this Agreement; or any of his/her retirement rights relating to his/her employment with University.

VIII. Counsel.

This settlement constitutes notification to Employee that he/she has the right to consult an attorney including tax counsel prior to signing this Agreement and that he/she is hereby advised by University to do so. Employee represents and agrees that prior to the execution of this Agreement he/she was fully advised to consult with an attorney to discuss all aspects of this Agreement including tax consequences and that to the extent desired he/she has done so.

IX. OWBPA.

The Parties acknowledge that this Agreement follows and conforms to the criteria set forth in the Older Workers Benefit Protection Act of 1990 in that it is made:

- A. Knowingly and voluntarily; and
- B. Provides consideration beyond that to which Employee would otherwise be entitled.

X. Review and Revocation.

Employee acknowledges that he/she has been given a period of forty-five (45) days within which to consider and execute this Agreement. Employee further acknowledges that if he/she has chosen to execute this Agreement before the end of the forty-five (45) day period, by signing Exhibit B, attached, he/she has done so voluntarily. Employee also understands that he/she has seven (7) days following his/her execution of this Agreement to revoke it in writing as to any claim under the Age Discrimination in Employment Act, 29 U.S.C. §626, and that no sums are due or payable until after this seven (7) day period has expired and Employee has not revoked this Agreement as to those types of claims. To be effective, Employee must submit such revocation in writing to the Office of University Legal Counsel, 1001 University Circle, 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. If Employee does revoke this Agreement as to age discrimination claims, University, in its sole discretion, may elect whether this Agreement shall remain binding and enforceable as to all other claims and matters and whether to proceed with the remaining terms of this Agreement.

XI. Miscellaneous Terms.

- A. Entire Agreement.

This Agreement and Release constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all prior negotiations, warranties, representations, undertakings, and agreements, if any between the Parties with respect thereto. This Agreement and Release 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.

- B. Governing Law.

This Agreement, and any disputes arising under, regarding, or relating in any way to it shall be governed by and construed in accordance with the laws of the State

of Utah regardless of the conflict of laws 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.

C. 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.

D. Binding Effect.

This Agreement and Release shall be binding upon and shall inure to the benefit of the Parties, their heirs, successors in interest and assigns.

XII. Receipt of Agreement.

Employee acknowledges receipt of this agreement on this ____ day of _____, 2010.

Signature: _____

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND IS VOLUNTARILY ENTERING INTO IT.

Employee Signature: _____

Date: _____

Official Termination Date: _____

University Approvals:

Assistant Vice President for Human Resources:

Date: _____

Executive Director of Equal Opportunity/
Affirmative Action:

Date: _____

Vice President:

Date: _____

EXHIBIT "A"

I, _____, hereby resign from my employment as
_____, at
Weber State University effective _____, 2010.

DATED this ____ day of _____, 2010.

Employee

EXHIBIT “B”

**ELECTION TO EXECUTE AGREEMENT PRIOR TO EXPIRATION
OF FORTY-FIVE DAY CONSIDERATION PERIOD**

I, _____, understand that I have forty-five (45) days 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 aforesaid Agreement and Release before such forty-five (45) day period has expired.

Signature

Date

Witness to Signature