Ohio University (the “University”) is offering a plan to its eligible employees under which a qualifying employee, in consideration for voluntary relinquishment of employment under the terms provided herein, may receive a cash payment or payments. This is the Plan document for the Ohio University 2018 VP University Outreach and Regional Campuses Faculty Early Retirement Incentive Program (the “Plan”). This Plan was approved by the Ohio University Board of Trustees on January 19, 2018. The terms of the Plan consist of this Plan document and Exhibits A through D attached hereto.

Under the Plan, the University promises to pay the benefits described herein to an Eligible Employee who agrees to retire from service by June 30, 2018, and fulfills his or her contractual obligations through the date of his or her retirement or separation from service (the “Exit Date”). Failure to fulfill contractual obligations through the Employee’s Exit Date will result in forfeiture of the benefits. Disability or death is not considered a lack of fulfillment of contractual benefits, and does not preclude the Employee or beneficiary from receiving benefits.

This Plan is not a retirement program, and is not intended to provide retirement income. This Plan 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. It does not replace or alter any State of Ohio public retirement program or any retirement plan sponsored by the University. Thus, an election to end employment with the University and to receive payments under this Plan will not change benefits provided under the State of Ohio public retirement system or the University retirement programs which an electing faculty or staff member may be eligible to receive.
Exhibit A

Ohio University 2018 VP University Outreach and Regional Campuses
Faculty Early Retirement Incentive Program

I. Definitions

In this Plan:

A. “Base Pay” means base pay provided for services to the University, determined as of January 22, 2018.


C. “Eligible Employee” means an employee of the University who meets all of the following criteria:

1) As of June 30, 2018, the employee is retirement eligible under University Policy 41.090, which means (a) the employee is benefits eligible pursuant to University Policy 41.010; (b) has 5 years of service with the University; and (c) meets at least one of the following criteria relating to age and qualified service (as that phrase is defined in University Policy 41.090): (i) is age 55 with at least 25 years of qualified service, (ii) is age 60 with at least 5 years of qualified service, or (iii) has 30 or more years of qualified service at any age; and

2) As of January 22, 2018, the employee is employed as faculty (a) within the VP University Outreach and Regional Campuses planning unit (i.e., within a reporting line to the University’s Vice President of University Outreach and Regional Campuses), regardless of location; and/or (b) at one of the University’s Regional Campuses; and

3) The employee has not participated in any prior voluntary separation or early retirement incentive program offered by the University; and

4) The employee has not previously retired pursuant to the early retirement provisions contained in the University Faculty Handbook then in effect at the time of the employee’s early retirement.

Notwithstanding any provision to the contrary herein, Eligible Employee does not include persons who voluntarily separate from service or retire from the University prior to January 22, 2018; temporary or intermittent employees; special contract employees; employees who are not benefits eligible under University Policy 41.010; and those given notice by the University prior to January 22, 2018 of the University’s intent to terminate employment.
Employees who, prior to January 22, 2018, gave notice of their intent to retire in 2018, are considered Eligible Employees if otherwise eligible.

D. “Exit Date” means June 30, 2018; or such alternative retirement date as determined by the University in accordance with the terms of this Plan, but no earlier than the last day in which the Eligible Employees duties in connection with Spring Semester 2018 are complete or April 30, 2018 whichever date is later.

E. “University” means Ohio University.

F. “Window Period” means the period in which an Eligible Employee may make an election to participate in this Plan, as defined in Section V of this Plan.

II. Eligibility

An Eligible Employee, as defined in Section I of the Plan, may make an election under this Plan during the Window Period.

III. Date of Retirement

To participate in the Plan, an Eligible Employee must agree to retire from University service. Eligible Employees making an election under this Plan must end employment with the University by June 30, 2018.

Following retirement from service with the University, the Eligible Employee is free to accept full or part-time employment with any other employer; provided, however, the Eligible Employee waives any right to be considered for rehire or reinstatement with the University, including any rights to part-time employment under the early retirement provisions of the Faculty Handbook. Any future employment of the Eligible Employee with the University will be at the sole discretion of the University.

IV. Plan Benefits

An Eligible Employee who makes an election to retire from service by June 30, 2018, shall receive the following benefits under the Plan:

1. Payment of up to one year of Base Pay, not to exceed $70,000, and which is taxable; and

2. For an Eligible Employee enrolled in the University’s medical insurance plan as of January 22, 2018, a medical insurance supplement in the form of a taxable payment of $10,000.

The total amount of the payment(s) described above will be made to the Eligible Employee in four equal installments on the following schedule: (1) the final payroll processed in June
2018; (2) the final payroll processed in December 2018; (3) the final payroll processed in June 2019; and (4) the final payroll processed in December 2019.

Notwithstanding the benefits described above, the sum of the total payment(s) provided under Subsections (1) and (2) of this Section shall not exceed the compensation limitation under Internal Revenue Code Section 401(a)(17) or two (2) times the employee’s total compensation for the 2017 tax year.

Participation in and receipt of any and all other retirement plans and benefits offered to an Eligible Employee shall remain unchanged.

V. Election

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

A. The election is completely voluntary.

B. The election period shall begin as of January 22, 2018 and close on March 30, 2018 (“Window Period”). All election forms (see Exhibit B) must be submitted to UHR Benefits by March 30, 2018.

C. Except as provided in Subsections (D) and (E) of this Section V, once made, the election cannot be withdrawn or modified by the employee or the University without the signed, written consent of both the employee and the University.

D. 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. Employees who are accepted to participate will be notified within 14 days following the window period close date.

E. Employees who are accepted will have 14 days to accept the offer of the retirement incentive and submit their irrevocable resignation on the form provided by the University. Upon receipt, the University will provide written acceptance of the employee’s retirement (see Exhibit C).

F. To receive the plan benefits, employees who are accepted must sign and return the Release and Waiver of Claims Agreement (see Exhibit D) within 45 days and not exercise their right of revocation.
Notwithstanding anything in this Plan to the contrary, the designation of an Exit Date shall not create any contract entitling the employee to work through the specified Exit Date, and the University continues to reserve the right to terminate or lay off an employee in accordance with applicable law. However, if an Eligible Employee who has elected to participate in the Plan should be laid off, he/she shall receive severance benefits on the same schedule that would have applied had he/she continued to work (or continued on approved leave) until the agreed to Exit Date under the Plan.

Forms referenced in this Section V may be obtained from UHR Benefits.

VI. Effect of Plan Election

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

An Eligible Employee for purposes of the Plan is distinct from retirement eligibility and benefits under STRS, OPERS, and the ARP. Retirement eligibility and those benefits are governed by OPERS, STRS, and ARP rules.

VII. Death or Disability

With respect to payments made pursuant to Section IV of the Plan:

A. If the employee has filed a written election to participate in the Plan and dies before his or her Exit Date, payments provided pursuant to Section IV(1) shall 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 Plan. In addition, eligible dependents enrolled in the University’s medical insurance may remain on the medical insurance plan for a period of five years consistent with the terms of that plan.

B. If the employee retires from service and is entitled to benefits under Section IV of the Plan, but dies before receiving all such benefits, then the beneficiary named on the employee’s University-provided life insurance benefit shall 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 IV 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 Plan 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 shall receive severance benefits on the same schedule that would have applied had he/she continued to work (or continued on approved leave) until the agreed Exit Date under the Plan; however, the employee’s receipt of severance benefits may affect disability insurance payments that the employee may elect to receive. Employees who are receiving disability insurance payments should consult with the disability benefits administrator to determine the effect of severance on disability benefits. An employee who becomes disabled after filing an election to participate in the Plan will not be able to revoke that election after the close of the Window Period and the revocation period have passed, unless the employee requests and the University agrees to terminate or modify the election pursuant to Section V(C) or V(D) above.

VIII. Divorce

To the extent required under any final judgment, decree or order (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 Participant’s benefits may be paid to a spouse, former spouse, child or other dependent of the Participant (the “Alternate Payee”). A separate account shall be established with respect to the Alternate Payee, in the same manner as the Participant, and any amount so set aside for an Alternate Payee shall be paid out within ninety (90) days of the date of the Order, which must be provided with the Eligible Employee’s application to participate in the Plan. Any payment made to an Alternate Payee pursuant to this paragraph shall be reduced by required income tax withholding.

The Plan’s liability to pay benefits to a Participant shall 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 shall be effectuated unless the University as the former Employer (plan sponsor) has been provided with such an Order.

The Employer or its agents and representatives, shall not be obligated to defend against or set aside any Order, or any legal order relating to the garnishment of a Participant’s benefits, unless the full expense of such legal action is borne by the Participant. If the Participant’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 Participant’s benefit amount and thereby reduce the University’s obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the University shall be authorized to disclose information relating to the Participant’s benefits to the Alternate Payee (including the legal representatives of the Alternate Payee), or to a court.

IX. Additional Conditions

As a condition of participation in the Plan, and in consideration of benefits to be received under the Plan, an Eligible Employee shall be required to waive all future employment
rights and property rights, all entitlement to future wage and benefit increases, and 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 as may be amended, restated or rescinded in the future). 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.

An Eligible Employee who wishes to elect to participate in the Plan shall be required to execute and to deliver to Human Resources of the University all of the following documents:

- Exhibit B – “Application to Participate”
- Exhibit C – “Acceptance of Offer”
- Exhibit D – “Release and Waiver of Claims Agreement”

X. Amendment or Termination of Plan

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

XI. Code Sections 457 and 409A

This Plan is intended to qualify as a severance pay plan under Code Section 457(e)(11) and a “window program” under 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 Plan shall be interpreted and administered in a manner consistent with this intent. Amounts payable under this Plan upon retirement, termination, or any similar term shall be payable only when the eligible employee incurs a “separation from service” as defined under Code Section 409A and “severance from employment” as defined under Code Section 457. Each payment of benefits under this Plan is intended to constitute separate payments for purposes of Code Section 409A.
Applications for inclusion in the Ohio University 2018 VP University Outreach and Regional Campuses Faculty Early Retirement Incentive Program will be accepted from January 22, 2018 through March 30, 2018. Employees who are selected to participate in the program will be provided a taxable retirement incentive payment of up to one year of salary, not to exceed $70,000, and for participants who are enrolled in the University’s medical insurance plan as of January 22, 2018, an additional taxable payment of $10,000. To receive these payments, participants must comply with all terms and requirements of the program, including the requirement that they retire on or before June 30, 2018.

Participation in this opportunity is wholly voluntary and at the sole election of the employee. Qualified employees are neither encouraged nor required to make this application nor discouraged or prohibited from making this application. Any questions regarding this application should be directed to Greg Fialko in UHR Benefits at fialko@ohio.edu or (740) 593-1639.

IMPORTANT

PLEASE READ AND UNDERSTAND
BEFORE MAKING AN APPLICATION TO PARTICIPATE IN THE
OHIO UNIVERSITY 2018 VP UNIVERSITY OUTREACH AND REGIONAL
CAMPUSES FACULTY EARLY RETIREMENT INCENTIVE PROGRAM

1. Retirement incentives are subject to income tax but are not subject to retirement contributions or included in the University life insurance coverage calculation.

2. The incentive is open to any University employee who meets all of the following criteria:

   (a) As of June 30, 2018, the employee will be retirement eligible under University Policy 41.090, which means (a) the employee is benefits eligible pursuant to University Policy 41.010; (b) has 5 years of service with the University; and (c) meets at least one of the following criteria relating to age and qualified service (as that phrase is defined in University Policy 41.090): (i) is age 55 with at least 25 years of qualified service, (ii) is age 60 with at least 5 years of qualified service, or (iii) has 30 or more years of qualified service at any age; and

   (b) As of January 22, 2018, the employee is employed as faculty (a) within the VP University Outreach and Regional Campuses planning unit (i.e., within a reporting line to the University’s Vice President of University Outreach and Regional Campuses), regardless of location; and/or (b) at one of the University’s Regional Campuses; and
(c) The employee has not participated in any prior voluntary separation or early retirement incentive program offered by the University; and

(d) The employee has not previously retired pursuant to the early retirement provisions contained in the University Faculty Handbook then in effect at the time of the employee’s early retirement.

Employees should be aware that the criteria for STRS, OPERS, and ARP eligibility is separate from retirement eligibility under University Policy 41.090 and for this incentive. Employees should consult with STRS, OPERS, or their ARP provider regarding their eligibility for those benefits, as applicable.

3. Participation is limited to sixty (60) employees. If more than sixty (60) employees apply to participate, those employees with the most years of service as an employee at the University have the right to participate before those with fewer University years of service. For purposes of determining who may participate under this paragraph, the University will consider only those years of service as an employee at the University and will exclude years or service purchased under OPERS or STRS and years of service at another state or federal employer.

4. Applicants who are selected to receive the retirement incentive must agree to and actually retire on or before June 30, 2018 and irrevocably resign their employment with the University. Applicants who are selected will have fourteen (14) days to accept the offer of the retirement incentive and submit their irrevocable resignation on a form provided by the University, and will have forty-five (45) days to return the Release and Waiver of Claims Agreement. If the offer to retire is not accepted by the applicant, the University will offer it to the next person on the list.

5. Employees who elect to participate in the retirement incentive program will not qualify for unemployment compensation. This election is irrevocable.

6. Employees who are members of the Ohio Public Employees or State Teachers Retirement System may wish to consult with a counselor at OPERS/STRS to determine the impact of accepting the retirement incentive and retiring on or before June 30, 2018. Employees who participate in the Ohio University Alternative Retirement Plan (ARP) may wish to consult with their ARP provider to determine the impact of accepting the retirement incentive and retiring on or before June 30, 2018.

7. Employees may, at their own expense, wish to consult with legal, financial, or other counsel before making application to or accepting any offer to participate.

8. 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.

(continued on next page)
9. No person who applies for or accepts this benefit has any right to re-employment with the University following retirement. Future employment with the University will be at the sole discretion of the University.

10. If an alternate payee is required in connection with a child support order, alimony, or other similar domestic relations order, please provide that documentation with this application.

Employee Election

I hereby voluntarily apply to participate in the Ohio University 2018 VP University Outreach and Regional Campuses Faculty Early Retirement Incentive Program. I hereby affirm and acknowledge that I have read and understood this application, 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 application. I fully understand and appreciate the meaning of each of the statements in this application and I make this election freely and voluntarily and am not under any pressure or coercion to make this application. There are no other representations, promises, understandings or agreements, written or oral, in relation to my application to participate in the Ohio University 2018 VP University Outreach and Regional Campuses Faculty Early Retirement Incentive Program, or my resignation and retirement between the University and me, except as expressly set forth herein.

Employee Signature: ________________________________
Printed Name: ________________________________
Employee ID #: ________________________________
Date: ________________________________
Department: ________________________________
Proposed Retirement Date: ________________________________
Alternate Payee Required? YES NO
(If yes, please provide supporting documentation with this application.)

PLEASE RETURN TO UHR BENEFITS BY 5:00 P.M., MARCH 30, 2018.
Exhibit C

OHIO UNIVERSITY 2018 VP UNIVERSITY OUTREACH AND REGIONAL CAMPUS FACULTY EARLY RETIREMENT INCENTIVE PROGRAM – ACCEPTANCE OF OFFER

I understand that I am eligible to participate in the Ohio University 2018 VP University Outreach and Regional Campuses Faculty Early Retirement Incentive Program. I understand that by accepting the University’s offer and provided that I retire on or before June 30, 2018, I will receive a taxable retirement incentive payment of up to one year of my base pay as of January 22, 2018, not to exceed $70,000, and if I am a participant in the University’s medical insurance plan as of January 22, 2018, I will also receive an additional taxable payment of $10,000. The combined value of these payment(s) will be made in four equal installments as follows: (1) the final payroll processed in June 2018; (2) the final payroll processed in December 2018; (3) the final payroll processed in June 2019; and (4) the final payroll processed in December 2019.

IMPORTANT TERMS AND CONDITIONS

- I understand that by accepting the retirement below, I am submitting my resignation as an employee of Ohio University for the purpose of retiring as a participant in the Ohio University 2018 VP University Outreach and Regional Campuses Faculty Early Retirement Incentive Program, and that I must retire on or before June 30, 2018.
- **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 in order to receive the incentives under this program, I must sign and return the attached Release and Waiver of Claims Agreement within 45 days, although I am permitted to return it sooner.**
- 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 June 30, 2018.
- 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 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.

(continued on next page)
RESIGNATION/RETIREMENT - I hereby submit my resignation as an employee of Ohio University for the purpose of retiring as a participant in the Ohio University 2018 VP University Outreach and Regional Campuses Faculty Early Retirement Incentive Program. I understand and acknowledge that my decision to participate is purely voluntary, that I must retire on the Effective Date of 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 and Associate Vice President of Human Capital Management / Designee Date __________

PLEASE RETURN TO UHR BENEFITS BY 5:00 P.M., APRIL ____, 2018.
Ohio University 2018 VP University Outreach and Regional Campuses
Faculty Early Retirement Incentive 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 2018 VP University Outreach and Regional Campuses Faculty Early Retirement Incentive Program (hereinafter “ERIP” 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 ERIP is offered to Ohio University employees meeting the ERIP 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 June 30, 2018 or an alternate exit date determined by the University based on operational and educational needs.

(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 agreements, including without limitation any rights to early retirement as set forth in the University Faculty Handbook;

(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 ERIP. 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 manner; 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). 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: __________
**Attachment A**

**WAIVER DISCLOSURE FORM**

In accordance with the Older Workers Benefits Protection Act, the below information is provided to the Employee in connection with the Release and Waiver of Claims Agreement to which this form is attached.

The decisional unit for this program was employees reporting up to the Vice President of University Outreach and Regional Campuses and/or who are employed at a University Regional Campus.

The eligibility factors include employees who satisfy all of the following criteria:

(a) As of June 30, 2018, employees who are retirement eligible under University Policy 41-090, which means (a) the employee is benefits eligible pursuant to University Policy 41.010; (b) has 5 years of service with the University; and (c) meets at least one of the following criteria relating to age and qualified service (as that phrase is defined in University Policy 41.090): (i) is age 55 with at least 25 years of qualified service, (ii) is age 60 with at least 5 years of qualified service, or (iii) has 30 or more years of qualified service at any age; and

(b) As of January 22, 2018, employees who are employed as faculty (a) within the VP University Outreach and Regional Campuses planning unit (i.e., within a reporting line to the University’s Vice President of University Outreach), regardless of location; and/or (b) at one of the University’s Regional Campuses; and

(c) Employees who have not participated in any prior voluntary separation or early retirement incentive program offered by the University; and

(d) Employees who have not previously retired pursuant to the early retirement provisions contained in the University Faculty Handbook then in effect at the time of the employee’s early retirement.

The below information is a list of all employees eligible for the Ohio University 2018 VP University Outreach and Regional Campuses Faculty Early Retirement Incentive Program, their ages, and indicates which the numbers of employees who were and were not selected to participate pursuant to the terms of the program.

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<th>Job Title</th>
<th>Age</th>
<th>Number Selected</th>
<th>Number Not Selected</th>
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