

**THE PENNSYLVANIA STATE UNIVERSITY  
VOLUNTARY FACULTY SEPARATION INCENTIVE PROGRAM**

**May 8, 2024**

The Pennsylvania State University (the “University”) is pleased to offer this voluntary separation incentive program (the “Program”) that provides eligible employees with incentives to terminate employment with the University on June 28, 2024. We realize that terminating your employment with the University is a significant step – one that will clearly affect you financially. The benefits under the Program are in addition to any retirement benefits you’ve earned under any mandatory retirement plans. Your decision to choose to terminate your employment with the University and receive the additional benefits under the Program is completely voluntary and we ask you to consider it carefully.

**The Opportunity**

If you elect to participate and terminate your employment with the University on June 28, 2024, the Program will provide you with benefits described below.

The Program is only available for a limited time to a specific group of employees. The opportunity to elect to participate in the Program is limited – it will not be available forever – only until May 31, 2024.

This memorandum describes the key features of the Program. Attached to the memorandum are the following additional documents:

- A copy of the combined plan document for the Program. This contains important information about the Program, including circumstances in which these additional benefits may not be paid.
- An Election Agreement, a signed copy of which you must submit no later than May 31, 2024 if you wish to enroll in the Program.
- A sample of a General Release of Claims. To obtain the additional benefits under the Program, you will be required to sign and return a General Release of Claims specific to you by the deadline provided for in the Program.
- Information about other University benefits.

Please consider your options carefully and keep in mind the limited time frame of this special voluntary program. You may have questions as you read through the enclosed documents. I encourage you to contact [VSIP2024@psu.edu](mailto:VSIP2024@psu.edu) for assistance in making this very important decision.

Thank you.

**THE PENNSYLVANIA STATE UNIVERSITY  
VOLUNTARY FACULTY SEPARATION INCENTIVE PROGRAM**

**Election Period Closes: May 31, 2024**

**It is recommended that you consult with an attorney of your choosing, at your own expense, with regard to participating in this program.**

The Pennsylvania State University (the “University”) is instituting a one-time separation incentive offer for certain eligible employees, referred to as The Pennsylvania State University Voluntary Faculty Separation Incentive Program (the “Program”). This offer is strictly voluntary. The Program is unfunded and has no trustee; all benefits under the Program are paid exclusively by the University from its general assets.

The Program is a one-time offer by the University to eligible employees. The University has no present intention to offer the incentives provided in the Program in the future.

**Eligibility**

You are eligible to participate in the Program only if you meet each of the following criteria:

- You are an active full-time employee of the University on the date you enroll;
- You are not represented by a union;
- You were hired into a full-time position before April 1, 2023;
- You are employed as a full-time employee in one of the following positions: tenured faculty, tenure-line faculty, an academic administrator;
- You are not covered by one of the exclusions listed below;
- You are employed with a primary work location at one or more of the following campuses: Abington, Altoona, Beaver, Behrend, Berks, Brandywine, Dubois, Fayette, Great Valley, Greater Allegheny, Harrisburg, Hazleton, Lehigh Valley, Mont Alto, New Kensington, Schuylkill, Scranton, Shenango, Wilkes-Barre, York. Remote employees are considered to have a primary work location at the location to which they are assigned and from which they take direction.

**Exclusions**

The following groups of employees (including faculty) are not eligible to participate in the Program:

- Employees whose positions are not funded directly by the University (externally funded);

- Employees whose positions are not funded by a commonwealth campus listed above;
- Nursing faculty;
- Employees on limited-term contracts;
- Faculty in their terminal year;
- Employees who have provided written notice in any form of their resignation and are not eligible for retirement under Human Resources Policy 54.

### **Participation**

To participate in the Program, you must do the following:

(1) deliver a completed and signed Election Agreement, attached hereto, to VSIP2024@psu.edu via email during the period ending on **May 31, 2024 at 5:00 p.m. EDT**;

(2) remain employed in an eligible position until June 28, 2024, or the separation date assigned by the University in writing, explained below; and

(3) deliver a completed and signed General Release of Claims to VSIP2024@psu.edu via email within the time limits described below and no earlier than your last day of employment with the University and not revoke it.

**Your election to participate in this Program is irrevocable. That means that once you submit a completed election form, your employment will terminate no later than your separation date (which will be June 28, 2024 for most people), even if you become ineligible for benefits under the Program.** For more information, please see “Enrollment” below.

**Again, this Program is strictly voluntary. You are under no obligation to participate, and no employees will be terminated or suffer any adverse employment consequence for choosing not to participate in this incentive offer.**

### **Termination of Employment with the University**

If you choose to participate in the Program, your employment with the University will end on June 28, 2024 (“Separation Date”). The University may elect, at its sole discretion, to accelerate your Separation Date or push it back to no later than December 31, 2024. If the University changes your Separation Date, you will be notified of your new Separation Date no later than June 10, 2024. In order to receive the benefits under this Agreement, you must remain employed by the University until that Separation Date.

### **Relinquishment of Tenure**

If you elect to participate in the Program and have tenure, you will relinquish your tenured position with the University on your Separation Date.

## **Restriction on Future Employment or Consulting**

If you choose to participate in the Program, you will be prohibited from being employed by the University in any capacity or serving as a consultant to the University, directly or indirectly, for a period of 36 calendar months from your Separation Date.

## **Benefits**

### Severance Benefits

If you choose to voluntarily terminate your employment with the University under the Program and satisfy all the conditions described in this Program document, you will be entitled to the following benefits:

- A severance payment equal to twelve (12) months of your base salary, less applicable withholdings and deductions, in effect on your Separation Date, which will be paid in lieu of any other severance benefits to which you could be eligible.

This severance will be paid in a single lump sum payment within thirty (30) days of the effective date of the General Release of Claims.

- If you are eligible for and elect to continue the University's group medical, dental, and/or vision coverage under COBRA for yourself and/or your covered dependents, as described below, the University will subsidize the applicable COBRA premium for a period of up to six (6) months, so that your COBRA premium will be equal to what you would have paid for the University's group medical, dental, and/or vision coverage as an active employee. Thereafter, you will be responsible for paying the full cost of COBRA premium for yourself and your covered dependents, if any.
- If, as of the Separation Date, you are within 36 months of satisfying the age and/or service eligibility, as well as any applicable health plan enrollment requirements, under Human Resources Policy 54, you will be deemed to have satisfied such criteria for the limited purpose of your eligibility to enroll in the medical plan offered to retirees. This provision applies to employees hired before January 1, 2010, and not enrolled in the Retirement Healthcare Savings Plan.
- If, as of the Separation Date, you are within 36 months of satisfying the age and/or service eligibility criteria for any other fringe benefits offered to University retirees under Human Resources Policy 54 (including, but not limited to, tuition benefits), you will be deemed to have satisfied such criteria for the limited purpose of such fringe benefits. The University-Sponsored retirement plans are not considered "fringe benefits" for purposes of this special eligibility rule. This provision applies to employees hired before January 1, 2010, and not enrolled in the Retirement Healthcare Savings Plan.

Assuming that you sign the General Release of Claims within the time limits described below and in the General Release of Claims and do not revoke it, your severance payments will be paid

as described above. All cash payments will be subject to all applicable federal employment taxes, federal and state withholding, and any other requirements of law.

If you die after successfully completing all of the actions required of you to participate in this Program and before receiving the cash payments described above, (1) any remaining cash payments will be paid to your surviving spouse at the same time that they otherwise would have been paid to you, and (2) if your surviving dependents are covered under COBRA, their subsidy will continue for the remainder of the six-month subsidy period. If you are not survived by a spouse or domestic partner, the cash payments will be paid to your estate.

Program benefits may be forfeited if you fail to promptly return property that belongs to the University on or prior to your Separation Date.

### Health Coverage and Other Benefits

If you elect to terminate your employment with the University, all University benefits will cease in accordance with the terms of the applicable benefit plans and employment policies. Your active mandatory retirement plan participation and voluntary benefits coverage would end on the Separation Date.

As with any employee who terminates employment, you have the opportunity to continue the University's group health coverage for yourself and/or your covered dependents at your own expense, under the federal law commonly known as COBRA. If you participate in the Program and you elect COBRA, the University will subsidize the cost associated with obtaining COBRA coverage as described above. Thereafter, you and/or your covered dependents may continue COBRA coverage at your own expense.

If you elect to terminate your employment with the University in accordance with this offer, you will be provided with a package of materials from Lifetime Benefit Solutions describing COBRA, the premium rates for coverage, and how you can elect COBRA, either for yourself and/or for your eligible family member(s). Please be aware that if you are age 65 or older and eligible for Medicare, COBRA coverage assumes that you have enrolled in Medicare Parts A and B and would only provide secondary coverage with respect to eligible expenses not covered by Medicare.

If you are eligible to participate in the medical plan offered to retirees, you will be enrolled in the non-Medicare or Medicare plan for which you and/or your dependents qualify. As a retiree eligible to continue health benefits, you will also have the option to elect COBRA for the dental and/or vision plan in which you are enrolled. Lifetime Benefits Solutions will contact you directly with instructions to enroll in COBRA.

For benefits that are not subject to COBRA (such as life insurance), please consult the terms of the relevant insurance policies to learn more about any conversion or portability rights you may have.

## Sabbatical

If you elect to participate in the Program, the University will waive the requirement that you work for one year after completing your sabbatical.

### **Enrollment**

You may elect to participate in the Program by completing and executing the Election Agreement and returning it to VSIP2024@psu.edu via email during the period ending on **May 31, 2024 at 5:00 p.m. EDT**.

You must sign and return the General Release of Claims that will be provided to you no later than your Separation Date to VSIP2024@psu.edu via email in order to participate in this Program. The General Release of Claims must be signed no earlier than your Separation Date and no later than 45 days after your Separation Date. The General Release of Claims includes a general release of claims against the University and its affiliates including, without limitation, employment-related claims.

**IMPORTANT: If you complete and return the Election Agreement by May 31, 2024 at 5:00 p.m. EDT, your employment with the University will end on the Separation Date, even if you choose not to execute the General Release of Claims or if you revoke it. You will not receive the benefits under this Program if you do not execute the General Release of Claims as required or if you revoke it, but your employment will not be reinstated.**

Additionally, if you are eligible to receive subsidized COBRA payments, you and/or your covered dependents must timely complete all steps to elect COBRA continuation coverage and pay all required employee premiums.

It is recommended that you consult with an attorney of your choosing, at your own expense, with regard to participating in the Program.

Under federal law, the University must provide you with at least forty-five (45) days to consider the General Release of Claims from when it is provided to you, which will be no later than your Separation Date. You may consider whether or not you want to participate in the Program from now until **May 31, 2024 at 5:00 p.m. EDT**, and you may consider whether or not to execute the General Release of Claims that will be presented to you if you elect to participate in the Program until 45 days after your Separation Date. If you return the Election Agreement to VSIP2024@psu.edu via email before **May 31, 2024 at 5:00 p.m. EDT**, you will be voluntarily waiving your right to consider it for the entire election period. You cannot sign or return the General Release of Claims before your Separation Date.

In addition, you will have seven (7) calendar days after you return the executed General Release of Claims to revoke it by submitting a signed revocation notice to VSIP2024@psu.edu via email if you choose to do so. After the expiration of the 7-day revocation period for the General Release of Claims, the General Release of Claims will become effective. **You will not receive the benefits under this Program if you do not execute the General Release of Claims as required or if you revoke it, but your employment will not be reinstated.**

**This Program will be closed at 5:00 p.m. Eastern Daylight Time on May 31, 2024 , and no further enrollments will be accepted after this date.** The University reserves the right to open the Program again in the future, but has no intention of doing so at this time.

### **Certain Limitations**

You will become ineligible for the benefits offered through the Program to participate if any of the following occurs:

- If you fail or refuse to timely execute and return the Election Agreement.
- If you fail or refuse to execute the General Release of Claims no earlier than your Separation Date and no later than 45 days after your Separation Date.
- If you revoke the General Release of Claims within the 7-day revocation period.
- If your employment with the University is terminated by the University for any reason prior to your Separation Date.
- If you violate any legal obligation you may owe to the University.
- If you fail to return property that belongs to the University on or prior to your Separation Date.

**The Pennsylvania State University Voluntary Faculty Separation Incentive Program is an important opportunity. You should carefully consider all of the information you receive about this offer and discuss the opportunity with your spouse/partner, family, and personal advisors. Questions regarding the Program and your other benefits should be directed to VSIP2024@psu.edu.**

### **Attachments**

1. Election Agreement
2. Sample General Release of Claims

**THE PENNSYLVANIA STATE UNIVERSITY  
VOLUNTARY FACULTY SEPARATION INCENTIVE PROGRAM**

**ELECTION AGREEMENT**

**THIS ELECTION AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between The Pennsylvania State University (“Employer”) and \_\_\_\_\_ (“Employee”), in consideration of the promises and mutual covenants contained herein.

1. **Election.** Employee hereby elects to participate in The Pennsylvania State University Voluntary Faculty Separation Incentive Program (the “Program”), incorporated herein by reference. Employee represents that Employee satisfies the Program’s eligibility requirements and understands that (1) Employee’s election to participate in the Program is completely voluntary; (2) Employee’s last date of employment (“Separation Date”) will be June 28, 2024, unless altered by Employer, and on that date, Employee will be required to relinquish Employee’s position with the Employer; (3) Employee will be required to sign and return the General Release of Claims no earlier than Employee’s Separation Date and no later than 45 days after Employee’s Separation Date. The General Release of Claims will be presented to the Employee no later than Employee’s Separation Date. Employee further understands that Employee’s election to participate in this Program is irrevocable and Employee will not receive the benefits under this Program if Employee does not execute the General Release of Claims as required or if Employee revokes it, but Employee’s employment will not be reinstated.

2. **Consideration.** In consideration of Employee entering into this Election Agreement, Employer will agree to provide Employee with the cash payments and other benefits offered by the Employer under the Program. Employee acknowledges that the benefits offered to Employee pursuant to the Program as consideration are in addition to anything of value to which Employee is or might otherwise be entitled. Employee further acknowledges that Employer, in its discretion, is providing this additional consideration to Employee in exchange for and in reliance on the various covenants, agreements, and representations made by Employee in electing to accept this offer, this Election Agreement, and the General Release of Claims. Employee hereby accepts the separation incentive pay offer and agrees to be bound by this Election Agreement.

3. Employee acknowledges that Employee has carefully read and understands the provisions of this Election Agreement and the terms of this offer, as reflected in the Program. To participate in the Program, Employee must return a signed copy of this Election Agreement to Employer via email to VSIP2024@psu.edu, on or before May 31, 2024 at 5:00 p.m. EDT.

4. **Advice to Consult Legal Representative.** Employer recommends that Employee consult with an attorney of Employee’s choosing, at Employee’s own expense, with regard to entering into this Election Agreement.



5. **Severability.** Employee agrees that if any provision of this Election Agreement is or shall be declared invalid or unenforceable by a court of competent jurisdiction, then such provision will be modified only to the extent necessary to cure such invalidity, with a view to enforcing the parties' intention as set forth in this Election Agreement to the extent permissible. All remaining provisions of this Election Agreement shall not be affected thereby and shall remain in full force and effect.

6. **Choice of Law.** This Election Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to choice of law principles of any state, except to the extent superseded by federal law.

7. **Employee Certification - Validity of Agreement.** Employee certifies that the employee has carefully read this Election Agreement and has executed it voluntarily and with full knowledge and understanding of its significance, meaning and binding effect. Employee further declares that the employee is competent to understand the content and effect of this Election Agreement and that Employee's decision to enter into this Election Agreement has not been influenced in any way by fraud, duress, coercion, mistake, or misleading information. Employee has not relied on any information except what is set forth in this Election Agreement.

8. **Effective Date.** Employee understands that this Election Agreement shall become effective and enforceable immediately upon its execution ("Effective Date").

IN WITNESS WHEREOF, and with the intention of being legally bound hereby, Employee has executed this Election Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2024.

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

## GENERAL RELEASE OF CLAIMS

**THIS GENERAL RELEASE OF CLAIMS** is made and entered into by \_\_\_\_\_ (“Employee”) as of the date written below in consideration of the promises and mutual covenants contained herein.

1. **Election and Consideration.** Employee has elected to participate in the The Pennsylvania State University Voluntary Faculty Separation Incentive Program (the “Program”), which is incorporated by reference. In consideration of Employee’s election to participate in the Program and execution of this General Release of Claims, The Pennsylvania State University (“Employer” or “University”) has agreed to provide Employee with the cash payments and benefits offered by the Employer under the Program. Employee acknowledges that the benefits offered to Employee pursuant to the Program as consideration are in addition to anything of value to which Employee is or might otherwise be entitled. Employee further acknowledges that Employer, in its discretion, is providing this additional consideration to Employee in exchange for and in reliance on the various covenants, agreements, and representations made by Employee in electing to participate in the Program and this General Release of Claims. The Program, Employee’s acceptance of this offer, the Election Agreement, and this General Release of Claims constitute the “Agreement.” Employee hereby agrees to be bound by this Agreement.

2. **General Release of Claims.** Employee, for Employee’s self and Employee’s heirs, executors, administrators, assigns, agents, and beneficiaries, if any, for and in consideration of the undertakings of Employer set forth in the Program, and intending to be legally bound, does hereby agree to execute and be bound by this Agreement. Employee waives, releases, and forever discharges Employer (as defined below) of and from any and all Claims (as defined below). Employee agrees not to file a lawsuit to assert any such Claim. Further, Employee agrees that should any other person, organization, or entity file a lawsuit or arbitration to assert any such Claim, Employee will not seek or accept any personal relief in such action. This release covers all Claims arising from the beginning of time up to and including the date of this Agreement.

**Exclusions:** Notwithstanding any other provision of this release, the following are **not** barred by the release: (a) Claims relating to the validity of this Agreement; (b) Claims by either party to enforce this Agreement; (c) Claims that are not legally waiveable; and (d) rights to vested benefits under Employer benefit plans. In addition, this General Release of Claims will not operate to limit or bar Employee’s right to file an administrative charge of discrimination with the Equal Employment Opportunity Commission (“EEOC”) or to testify, assist, or participate in an investigation, hearing, or proceeding conducted by the EEOC. However, the release **does** bar Employee’s right to recover any personal or monetary relief, including if Employee or anyone on Employee’s behalf seeks to file a subsequent lawsuit or arbitration on the same basis as the charge of discrimination.

The following provisions further explain this general release and promise not to sue:

(a) **Definition of “Claims.”** Except as stated above, “Claims” includes without limitation all actions or demands of any kind that Employees now has, or may have or have had (although Employee is not being asked to waive Claims that may arise after the date of this Agreement). More specifically, Claims include rights, causes of action, damages, penalties, losses, attorneys’ fees, costs, expenses, obligations, agreements, judgments, and all other liabilities of any kind or description whatsoever, either in law or in equity, whether known or unknown, suspected or unsuspected.

The nature of Claims covered by this release includes without limitation all actions or demands in any way based on Employee’s employment with Employer, the terms and conditions of such employment or Employee’s separation from employment. More specifically, all of the following are among the types of Claims that are waived and barred by this General Release of Claims to the extent allowable under applicable law:

- Contract Claims, whether express or implied;
- Tort Claims, such as for defamation or emotional distress;
- Claims under federal, state, and municipal laws, regulations, ordinance, or court decisions of any kind;
- Claims of discrimination, harassment, or retaliation, whether based on race, color, religion, gender, sex, age, sexual orientation, handicap and/or disability, genetic information, national origin, whistleblowing, or any other legally protected class;
- Claims under the AGE DISCRIMINATION IN EMPLOYMENT ACT (“ADEA”), Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, the Family and Medical Leave Act, and similar state and local statutes, laws, and ordinances;
- Claims under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), the Occupational Safety and Health Act, the False Claims Act, and similar state and local statutes, laws, and ordinances;
- Claims for wrongful discharge; and
- Claims for attorneys’ fees, including litigation expenses and/or costs.

The foregoing description of claims is intended to be illustrative and is not exhaustive.

(b) **Definition of “Employer.”** “Employer” includes without limitation The Pennsylvania State University and its past, present and future parents, owners, affiliates, subsidiaries, divisions, predecessors, successors, assigns, employee benefit plans, and trusts, if any. It also includes all past, present, and future managers, members, principals, directors,

officers, partners, agents, employees, attorneys, representatives, consultants, associates, fiduciaries, plan sponsors, administrators, and trustees of each of the foregoing.

(c) Nothing in the Agreement or this General Release of Claims restricts or prohibits Employee from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, to the maximum extent permitted by law, Employee is waiving Employee's right to receive any individual monetary relief from Employer resulting from such claims or conduct, regardless of whether Employee or another party has filed them, and in the event Employee obtains such monetary relief, Employer will be entitled to an offset for the payments made pursuant to this Agreement. This Agreement does not limit Employee's right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of law. Employee does not need the prior authorization of the University to engage in conduct protected by this paragraph, and Employee does not need to notify the University that Employee has engaged in such conduct.

3. **Decisional Unit and Eligibility Factors.** Employee acknowledges that Employee has been provided with Exhibit A to this Agreement which contains a written description of the class, unit, or group of persons to which the Program applies, as well as the eligibility factors and the time limits applicable to the Program. Employee also acknowledges that Employee has been provided with a list of those individuals, by job title and age, who are eligible for this Program.

4. **Future University Employment.** Employee acknowledges and agrees that Employee is not eligible for employment with the University in any capacity or to serve as a consultant to the University, directly or indirectly, for a period of thirty-six (36) calendar months from Employee's Separation Date. Employee agrees that the University will not be liable for failure to employ Employee if Employee seeks employment or a consulting relationship with the University in violation of this Paragraph.

5. **Other Severance Benefits.** Employee acknowledges that Employee is not entitled to any severance benefits under any plan or policy of the University other than the benefits provided in the Program as a result of Employee's voluntary decision to participate in the Program and resulting separation from employment with the University.

6. **Employee Acknowledgement.** Employee acknowledges and agrees that the release of claims under the ADEA is subject to special waiver protections under 29 U.S.C. § 626(f). In accordance with that section, Employee specifically agrees that Employee is knowingly and voluntarily releasing and waiving any rights or claims of discrimination under the ADEA. By signing this Agreement, Employee acknowledges that:

(a) Employee has had at least forty-five (45) days to consider the terms of this Agreement, including the General Release of Claims, and whether or not Employee should sign it;

(b) Employer has advised Employee, and hereby advises Employee, in writing that Employee should consult with an attorney of Employee's own choosing prior to signing this Agreement, and that Employee has consulted with, or has had sufficient opportunity to consult with, an attorney of Employee's own choosing regarding the terms of this Agreement;

(c) Employee is waiving valuable legal rights and releasing Employer of all claims which may have existed prior to or contemporaneously with the execution of this Agreement, except for those obligations expressly stated in this Agreement, and that Employee is not waiving any claims that may arise after the date Employee signs this Agreement;

(d) Employee has not relied upon any representation or statement made by Employer or any employee or other person on behalf of Employer with regard to the subject matter, meaning, or effect of this Agreement and that no statements made by Employer have in any way unduly coerced or influenced Employee to execute this Agreement;

(e) Employee has read this Agreement, that it has been written in a manner that is easy to understand, and that Employee fully understands its terms;

(f) Employee has no right or claim, contractual or otherwise, to any or all of the benefits under the Program;

(g) This Agreement does not reflect any admission by Employer of any liability or wrongdoing;

(h) Employee must sign and return the Agreement via email to VSIP2024@psu.edu no earlier than Employee's Separation Date and no later than forty-five (45) days following Employee's Separation Date; and

(i) Employee has the right to revoke this Agreement by delivering a notice of written revocation via email to VSIP2024@psu.edu in such a manner that it is actually received within the seven (7) calendar-day period following Employee's execution of this General Release of Claims.

7. **Severability.** Employee agrees that if any provision of this Agreement is or shall be declared invalid or unenforceable by a court of competent jurisdiction, then such provision will be modified only to the extent necessary to cure such invalidity, with a view to enforcing the parties' intention as set forth in this Agreement to the extent permissible. All remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

8. **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to choice of law principles of any state, except to the extent superseded by federal law, if any.

9. **Effective Date.** Employee understands that this General Release of Claims shall not become effective or enforceable until the expiration of the revocation period set forth above, provided that Employee does not elect to revoke it (“Effective Date”).

IN WITNESS THEREOF, and with the intention of being legally bound hereby, Employee has executed this General Release of Claims.

\_\_\_\_\_  
Employee

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

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

SAMPLE

## **EXHIBIT A**

### **INFORMATIONAL DISCLOSURE**

As required by the final regulations of the Older Workers Benefit Protection Act of 1990 (OWBPA), an amendment to the Age Discrimination in Employment Act (ADEA), the following information is being provided about this voluntary group termination program:

#### **Decisional Unit:**

The decisional unit, which is the class, unit or group of individuals considered by The Pennsylvania State University (the “University”) for inclusion in The Pennsylvania State University Voluntary Faculty Separation Incentive Program (the “Program”) is full-time, academic employees in active status with a primary work location at one of the covered campuses identified in the Program document working in an eligible position.

#### **Eligibility Factors:**

The University determined that the following factors must be met in order for an employee to receive benefits under the Program:

To be eligible to participate in the Program, an employee must (1) be an active full-time employee of the University as of their designated Separation Date as defined in the Program document; (2) have a primary work location at one of the campuses identified in the Program document; (3) have been hired by the University into a full-time position before April 1, 2023; (4) work in a qualifying position; and (5) not be subject to any of the exclusions identified in the Program document.

In addition, an employee must: (1) elect to participate in the Program on a completely voluntary basis and deliver a completed and signed legally binding Election Agreement in a form acceptable to the University on or before May 31, 2024 at 5:00 p.m. EDT; and (2) agree to enter into the General Release of Claims no earlier than an employee’s designated Separation Date and no later than forty-five (45) days after the Separation Date.

#### **Time Limits:**

The time limits for this Program are as follows: The employee must sign and return the Election Agreement no later than May 31, 2024 at 5:00 p.m. EDT. The employee must terminate employment with the University on June 28, 2024 unless that date is accelerated or extended by the University. The employee must sign and return the General Release of Claims no earlier than the employee’s designated Separation Date and no later than forty-five (45) days after the employee’s designated Separation Date. The employee has seven (7) calendar days from the date the employee signs the General Release of Claims to revoke it, if Employee chooses to do so.

**Eligible Positions in Decisional Unit:**

The following is a list of all employees in the decisional unit who are eligible for the Program by their job title and age as of \_\_\_\_\_, 2024.

SAMPLE