

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 Public Safety 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, and whether they 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: _____

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 Public Safety Separation Incentive Program (the “Program”) is full-time, non-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 by their job title and age and whether they are eligible for the Program as of May 29, 2024.

Job Title	Age	Eligible
Police Lieutenant	55	NO
Police Lieutenant	36	NO
Police Lieutenant	42	NO
Police Lieutenant	57	YES
Police Lieutenant	53	NO
Police Lieutenant	36	NO
Police Lieutenant	51	NO
Police Manager	43	NO
Police Manager	45	NO
Police Officer	36	NO
Police Officer	69	NO
Police Officer	37	NO
Police Officer	44	YES
Police Officer	49	YES
Police Officer	41	NO
Police Officer	41	YES
Police Officer	41	NO
Police Officer	44	NO
Police Officer	33	NO
Police Officer	55	NO
Police Officer	46	YES
Police Officer	41	NO
Police Officer	52	NO
Police Officer	58	NO
Police Officer	53	NO
Police Officer	24	NO
Police Officer	43	NO
Police Officer	47	YES
Police Officer	50	NO
Police Officer	55	NO
Police Officer	36	NO
Police Officer	65	YES
Police Officer	46	NO
Police Officer	39	NO
Police Officer	42	YES
Police Officer	53	NO
Police Officer	37	NO
Police Officer	29	YES
Police Officer	33	NO
Police Officer	36	NO
Police Officer	49	YES
Police Officer	43	NO
Police Officer	29	NO
Police Officer	48	YES
Police Officer	47	NO

Police Officer	55	NO
Police Officer	36	NO
Police Officer	29	YES
Police Officer	52	NO
Police Officer	49	NO
Police Officer	59	NO
Police Officer	53	NO
Police Officer	58	YES
Police Officer	44	NO
Police Officer	32	NO
Police Officer	34	NO
Police Officer	34	NO
Police Officer	64	NO
Police Officer	37	YES
Police Officer	43	NO
Police Officer	28	NO
Police Officer	42	NO
Police Officer	38	NO
Police Officer	38	NO
Police Officer	60	YES
Police Officer	37	NO
Police Officer	52	YES
Police Officer	54	YES
Police Officer	58	NO
Police Officer	30	NO
Police Officer	39	NO
Police Officer	56	NO
Police Officer	53	NO
Police Officer	38	NO
Police Officer	52	NO
Police Officer	53	NO
Police Officer	31	NO
Police Officer	39	YES
Police Officer	51	YES
Police Officer	34	NO
Police Officer	56	YES
Police Officer	40	NO
Police Officer	46	NO
Police Officer	29	NO
Police Officer	34	YES
Police Officer	53	NO
Police Officer	34	YES
Police Officer	42	NO
Police Officer	29	NO
Police Officer	56	YES
Police Officer	47	NO
Police Officer	53	NO
Police Officer	57	YES
Police Officer	43	NO
Police Officer	51	NO
Police Officer	35	NO

Police Officer	55	NO
Police Officer	50	NO
Police Officer	32	NO
Police Sergeant	46	NO
Police Sergeant	29	NO
Police Sergeant	49	NO
Police Sergeant	52	NO
Police Sergeant	53	NO
Police Sergeant	58	NO
Police Sergeant	53	YES
Police Sergeant	48	NO