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## MEMORANDUM OF UNDERSTANDING

MOU 2024.01

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Youngstown State University (“Administration”) in collaboration with the Youngstown State University Chapter of the Ohio Education Association (“Association”), is offering select bargaining unit members, regardless of dues paying status, a limited opportunity to participate in the Youngstown State University 2024 Voluntary Separation/Retirement Program (“VSRP”) summarized in the Information Packet attached as Exhibit A, incorporated by reference as if rewritten herein, including but not limited to the timeline/dates and the Waiver and Release of Claims. This MOU is non-precedent setting.

This program is being offered and the applicants are being accepted without regard to race, color, national origin, sex, sexual orientation, gender identity and/or expression, disability, age, religion, or veteran/military status.

The parties understand and agree that participation in the VSRP is not guaranteed for any faculty member who applies, but rather must be reviewed and approved/denied by the Administration in its sole management discretion based upon optimizing the academic portfolio, as well as the academic/instructional needs of the University. This program is being offered to reduce the potential for retrenchment, however, this does not guarantee that retrenchment will not occur. Art.13.3a.

Neither the VSRP, its procedures nor the Administration’s decision-making processes shall be subject to the grievance procedure or arbitration pursuant to Art. 8 or Art. 12, whether filed by an individual or the Association. All Administration decisions are final and binding.

The terms of the VSRP included in the Information Packet attached as Exhibit A, include but are not limited to:

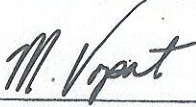
- Select bargaining unit members, identified by the Administration and as defined in Art. 2, excluding Lecturers and Senior Lecturers are eligible to apply on a voluntary basis. The VSRP will contain specific exclusions, including but not limited to, excluding any faculty member previously accepted for retirement or separation;
- Once the application is submitted, the faculty member will have a three (3) day rescission period from the date of signature to rescind their application, including their resignation, which three (3) day rescission period shall not go past January 25, 2024. If the application is not accepted by the Administration by January 29, 2024, the application and resignation will be automatically rescinded by the employee;
- Faculty members who are accepted for the VSRP shall forfeit their tenure and notice rights associated with employment at YSU. The Administration has no obligation to re-employ said faculty member; however, at the sole discretion of the Administration and with approval of the VSRP Reemployment Committee, the faculty member may be re-employed in a part-time capacity at the established rate for that assignment;

- Faculty members accepted for the VSRP will retire, if eligible, or separate after Spring 2024, unless the faculty and Chair mutually agree on a summer teaching schedule for the 2024 Summer Sessions, after which they will retire or separate.
- Those accepted for the VSRP shall receive a total of 80% of their current (2023-2024) 9-month base salary, excluding distinguished professor awards, any other awards, supplemental pay, banked workload or any additional payments (the "Separation Payment"). This Separation Payment will be no less than \$45,000 and no more than \$90,000.
- The Separation Payment will be paid out in two equal installments in accordance with Art. 28.1; the first to be paid within 60 days from the Separation date and the second payment to be made no later than March 15, 2025;
- The parties acknowledge that faculty who remain employed after being accepted for the VSRP will be entitled to all rights under the CBA, including the right to grieve and/or arbitrate.
- The Association and its bargaining unit members agree that no grievances or arbitrations will be filed or processed regarding the acceptance or denial of the application or the decision-making process used in the VSRP determination or the VSRP itself (as it is being agreed to here in this MOU), the processes used to implement the decisions or the decisions made by Administration to implement the VSRP.
- The parties, however, acknowledge that the grievance procedure is available for enforcement of the VSRP should the Administration fail to implement the VSRP as agreed to herein or breaches its duty under the VSRP, including but not limited to: failing to allow the member to rescind its application/resignation within the three (3) day rescission period/January 25, 2024 or the automatic rescission that occurs upon notification that the member's application has not been accepted by the Administration on or before 5:00 p.m. EST January 29, 2024.
- A faculty member who has applied for the VSRP and is denied by Administration and later receives a letter of retrenchment pursuant to Art. 13 can request that the denial be converted to acceptance. In this circumstance, such request by the faculty member will not be denied by the Administration.
- If a faculty member who receives a letter of retrenchment and is accepted for the VSRP, applies and is accepted for another position at the University on or before March 29, 2024, then such faculty member's VSRP application and offer of resignation shall be rescinded. The faculty member will not be eligible to participate in the VSRP and shall continue employment with the University in their new position.
- The University shall be entitled to any reasonable attorneys' fees, filing fees, arbitration fees and any other cost of any arbitration that is filed by the Association or its members and determined by an arbitrator to be outside of the parameters listed above.
- For retirees, Art. 18 will be honored. Sick Leave conversion will not be applied to those who are separating and not retiring.

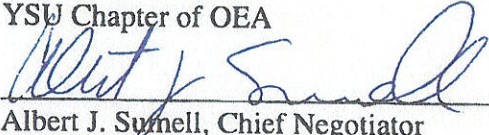
- If a Faculty member has an active application for Tenure with Promotion and is approved for the VSRP and/or is retrenched, the faculty member's application for Tenure with Promotion will be automatically withdrawn, regardless of Art.10.2

MOU 2024.01 Entered into this 11<sup>th</sup> day of January —, 2024.

FOR THE ASSOCIATION

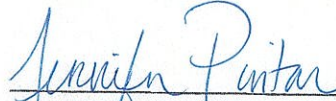


Mark Vopat, President  
YSU Chapter of OEA

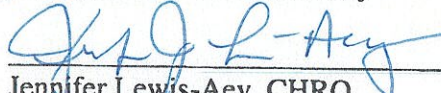


Albert J. Sunell, Chief Negotiator  
YSU Chapter of OEA

FOR THE ADMINISTRATION



Jennifer Pintar, Provost (Interim)  
Youngstown State University



Jennifer Lewis-Aey, CHRO  
Youngstown State University



EXHIBIT A

# Youngstown State University

## 2024 Voluntary Separation or Retirement Program (VSRP)

Information Packet for Eligible Faculty

### Your 2024 Voluntary Separation or Retirement Program Checklist

- ✓ Read the VSRP Information Packet.
- ✓ Discuss the VSRP with your family, tax advisor and/or financial planner.
- ✓ Decide if the VSRP is the right option for you.
- ✓ Complete and return your forms if you want to participate in the VSRP to The Office of Human Resources. Your forms must be hand delivered to the Office of Human Resources, Tod Hall Third Floor Room 359 or e-mailed to [FacultyVSRP@ysu.edu](mailto:FacultyVSRP@ysu.edu) by the dates listed in this Information Packet.

## What's Inside

The Youngstown State University 2024 Voluntary Separation or Retirement Program (VSRP) is an opportunity for eligible faculty to receive enhanced benefits from Youngstown State University ("YSU" or "the University"). These enhanced benefits may make departing now from YSU an option for your consideration.

This Information Packet is designed to help you think through whether you want to accept this offer. It includes information about your eligibility and your offer, as well as important considerations you should review as you make your decision. Read the following information carefully to ensure that you have all of the information that you need to make an informed decision.

The Information Packet summarizes the pertinent terms of the University's VSRP plan document. In the event of a conflict between this Information Packet and the official plan document, the terms of the plan document will control.

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Frequently Asked Questions	10
<b>VSRP Application Form</b> <i>Complete and return by 5:00 pm EST on January 25, 2024</i> if you would like to be considered for participation in the VSRP. This form indicates your desire to participate in the VSRP and, if approved, constitutes your resignation of employment from the University.	Appendix A
<b>VSRP Beneficiary Form</b> <i>Complete and return by 5:00 pm EST on January 25, 2024</i> if you would like to be considered for participation in the VSRP. This form indicates who should receive any unpaid benefit in the event of your death.	Appendix B
<b>Release and Waiver Agreement</b> This Information Packet contains a <u>form</u> of the Release and Waiver Agreement you will have to sign in order to receive any payments under the VSRP. If you apply for the VSRP, and the University accepts your application, the University will provide you with the actual Release and Waiver Agreement at least 45 days before your separation date.  For faculty who have not committed to teaching during the 2024 Summer semester: You are required to sign and return the Release and Waiver Agreement between May 20, 2024 and 5 pm EST on May 24, 2024.  For faculty who have committed to teaching during the Summer 1 semester (but not the Summer 2 semester): You are required to sign and return the Release and Waiver Agreement between July 1, 2024 and 5 pm EST on July 5, 2024.  For faculty who have committed to teaching during the entire Summer semester or the Summer 2 semester: You are required to sign and return the Release and Waiver Agreement between August 19, 2024 and 5 pm EST on August 23, 2024.	Appendix C

<b>Age Discrimination in Employment Act (ADEA) Notice</b> Provides the ages and job titles of employees who are being offered the VSRP and those who hold the same job titles who are not being offered the VSRP. This information is required to be provided to all employees in VSRP-eligible positions.	Appendix D
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***Required action: Read, sign and return the applicable forms to The Office of Human Resources by the dates listed in this Information Packet. If you do not return both the VSRP Application Form and the Release and Waiver Agreement by the required dates, you will not be eligible to participate in or receive all benefits under the VSRP.***

## VSRP Timeline

In order to be considered for participation in the VSRP, you must submit a VSRP Application Form. The University will then notify you to tell you if your application has been accepted. Once accepted, you must submit a Release and Waiver Agreement. This Information Packet describes the specific requirements regarding completion and submission of these forms. This timeline summarizes the important dates in order to be considered for the VSRP.

Please note that if you do not complete and return the VSRP Application Form and the Release and Waiver Agreement as required by this Information Packet, you will not be eligible to participate in the VSRP. In that case, you will not receive the benefit provided by the VSRP. **Additionally, if your Application Form is approved by the University, you will be required to resign from the University on your Separation Date even if you never submit the Release and Waiver Agreement or later revoke the Release and Waiver Agreement.**

The University will be communicating with you throughout this process. All communications will be sent to your YSU-issued e-mail address. **Please make sure to monitor your YSU-issued e-mail address so you do not miss important communications regarding the VSRP.**

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|----------------------------|---|
| <b>January 11</b>          | The Window Period to apply to participate in the VSRP begins. You may submit your VSRP Application Forms and Beneficiary Forms to the Office of Human Resources beginning on January 11, 2024.  |
| <b>January 25</b>          | All faculty members who would like to be considered for participation in the VSRP must submit their VSRP Application Forms by 5:00 p.m. EST on January 25, 2024. If you do not submit the VSRP Application Form by that date, you will not be eligible to participate in the VSRP.  |
| <b>January 29</b>          | The University will notify all VSRP applicants via their YSU-issued emails if their application to participate has been approved or denied by January 29, 2024. The University will make this determination based on the instructional and academic needs of the University.  |
| <b>Spring 2024</b>         | The University will provide VSRP applicants that are accepted with a Release and Waiver Agreement at least forty five (45) days prior to separation. Faculty members selected to participate in the VSRP will have at least 45 days to review and consider the Release and Waiver Agreement.  |
| <b>May 19</b>              | Spring Faculty: May 19, 2024 will be your retirement or separation date from the University if the University approves your application to participate in the VSRP.   |
| <b>May 20 –<br/>May 24</b> | For faculty who have not committed to teaching during the 2024 Summer Semesters: You must both <b><u>sign</u></b> and <b><u>submit</u></b> the Release and Waiver Agreement between May 20, 2024 and 5:00 p.m. EST on May 24, 2024. Throughout this Information Packet, this group is referred to as "Spring Faculty."<br><br>You cannot sign and submit the Release and Waiver Agreement before this time. If you are a Spring Faculty member and you do not sign and submit the Release and Waiver Agreement during these dates, you will not be eligible to participate in the VSRP. |
| <b>June 30</b>             | Summer 1 Faculty: June 30, 2024 will be your retirement or separation date from the University if the University approves your application to participate in the VSRP.  |

**July 1 – July 5** For faculty who have committed to teaching the 2024 Summer 1 Semester (but not the 2024 Summer 2 Semester): You must both sign and submit the Release and Waiver Agreement between July 1, 2024 and 5:00 p.m. EST on July 5, 2024. Throughout this Information Packet, this group is referred to as “Summer 1 Faculty.”

You cannot sign and submit the Release and Waiver Agreement before this time. If you are a Summer 1 Faculty member and you do not sign and submit the Release and Waiver Agreement during these dates, you will not be eligible to participate in the VSRP.

**August 17** Summer 2 and Full-Term Summer Faculty: August 17, 2024 will be your retirement or separation date from the University if the University approves your application to participate in the VSRP.

**August 19 – August 23** For Faculty who have committed to teaching the entire 2024 Summer Semester or the 2024 Summer 2 Semester: You must both sign and submit the Release and Waiver Agreement between August 19, 2024 and 5:00 p.m. EST on August 23, 2024. Throughout this Information Packet, this group is referred to as “Summer 2 and Full-Term Summer Faculty.”

You cannot sign and submit the Release and Waiver Agreement before this time. If you are a Summer 2 and Full-Term Summer Faculty member and you do not sign and submit the Release and Waiver Agreement during these dates, you will not be eligible to participate in the VSRP.



## Eligibility

You are eligible to apply for the VSRP if you meet the following criteria: (a) You are a bargaining unit member described in the Scope of Unit, Article 2 of the collective bargaining agreement between the University and the Youngstown State University Chapter of the Ohio Education Association (YSU-OEA); and (b) You are a faculty member in one of the following majors: (i) Art Education; (ii) Art History; (iii) Fashion Merchandising; (iv) Geography; (v) Music Composition; (vi) Music History and Literature; (vii) Music Performance; or (viii) Studio Art. If you are included in the Scope of Unit described in Article 2 and are otherwise eligible, you are eligible to apply for the VSRP even if you do not pay union dues.

### Your Decision Is Voluntary

Deciding whether to participate in the VSRP is an important decision, and, it is solely your decision. The VSRP is completely voluntary. It is important that you understand all of the features of the VSRP, so you may make an informed decision.

Determination of eligibility shall be made by the University in its sole discretion. The University reserves the right to expand the definition of Eligible Employee if, in its sole discretion, it determines such expansion to be in the best interest of the University.

The VSRP is not available to (1) department chairs, (2) lecturers, (3) senior lecturers, (4) part-time employees, (5) temporary employees, (6) adjunct faculty, (7) rehired retirees, (8) persons who separated from service from the University prior to January 11, 2024, (9) any employee who has received notice of separation from service prior to January 11, 2024, including notification of a nonrenewal of an employment agreement, (10) any employee who entered into a written agreement to separate from the University with a tendered separation date or retirement date, where such agreement was entered into on or before on or before January 11, 2024, (11) any employee who has previously agreed to participate in a similar program sponsored by the University, (12) any employee previously accepted for retirement or separation from the University prior to January 11, 2024.

Notwithstanding the foregoing, if (i) you apply for the VSRP and the University accepts your application, (ii) you receive a retrenchment letter, and (iii) you subsequently apply for another position at the University and the University accepts your employment application on or before March 29, 2024, you will no longer be eligible to participate in the VSRP. You will not receive any benefit under the VSRP and your application and offer of resignation will be withdrawn.

***You must make a decision to submit an Application Form for consideration in the VSRP on or before January 25, 2024. Action is required to opt-in for consideration to participate in the VSRP. No action by you is required to decline the VSRP.***

## What Happens Next

### Participating in the VSRP

In order to participate and be eligible for benefits under the VSRP, all of the following must occur:

- You must submit all required documents to the Office of Human Resources by the required deadlines. See "When you Must Decide" for more information.
- The University must approve your application. See "University Determination" for more information.
- You must separate from the University on the established Separation Date. See "Separation Date" for more information.

### Spring Faculty, Summer 1 Faculty, and Summer 2 and Full-Term Summer Faculty

Some of the time frames for the VSRP depend on whether you are "Spring Faculty," "Summer 1 Faculty," or "Summer 2 and Full-Term Summer Faculty."

- You are a Spring Faculty member if you have not committed to teaching at the University for the 2024 Summer Semester.

- You are a Summer 1 Faculty member if you have committed to teaching at the University for the 2024 Summer 1 Semester (but not the Summer 2 Semester). Summer 1 Faculty members will still teach during the Summer 1 Semester.
- You are a Summer 2 and Full-Term Summer Faculty member if either (1) you have committed to teaching at the University for the full-term 2024 Summer Semester; or (2) you have committed to teaching at the University for the 2024 Summer 2 Semester. Summer 2 and Full-Term Faculty members will still teach over the summer and will not separate from the University until the end of the Summer Semester.

**When You Must Decide**

In order to participate in the VSRP, you must submit the following documents to the University by the listed deadlines. Please be advised that the Release and Waiver Agreement must be both **signed and submitted** on the dates listed below, so please make sure not to sign or submit the Release and Waiver Agreement in advance of that deadline. Your completed VSRP Application Form and the Release and Waiver Agreement must be submitted to The Office of Human Resources, c/o Jennifer J. Lewis-Aey. You can submit your completed VSRP Application Form and the Release and Waiver Agreement by either hand delivery to the Office of Human Resources at Tod Hall Third Floor Room 359 or e-mail to FacultyVSRP@ysu.edu.

Document	Deadline
VSRP Application Form	<p><u>All Eligible Faculty Members:</u></p> <p>Must be submitted between January 11, 2024 and 5:00 p.m. EST on January 25, 2024.</p> <p>If you submit the VSRP Application Form, and then decide you do not want to participate in the VSRP, you may rescind your VSRP Application Form. If you decide to rescind your VSRP Application Form, you must properly notify the Office of Human Resources of your rescission by the earlier of: (1) 3 calendar days after you submitted your VSRP Application Form; or (2) 5:00 p.m. EST on January 25, 2024. See "If you Change Your Mind," below, for more information.</p> <p><b><i>Please be advised that this VSRP Application Form constitutes your irrevocable resignation of employment from the University if you are accepted to participate in the VSRP.</i></b></p>
Beneficiary Form	<p><u>All Eligible Faculty Members:</u></p> <p>This form is optional but highly recommended. Please submit by 5:00 p.m. on January 25, 2024.</p>
Release and Waiver Agreement	<p>The University will be providing you with a Release and Waiver Agreement in the prior to your separation date. You will have at least 45 days to review and consider the Release and Waiver Agreement.</p> <p>Spring Faculty: must be <b><u>signed and submitted</u></b> between May 20, 2024 and 5:00 p.m. EST on May 24, 2024.</p> <p>Summer 1 Faculty: must be <b><u>signed and submitted</u></b> between July 1, 2024 and 5:00 p.m. EST on July 5, 2024.</p> <p>Summer 2 and Full-Term Summer Faculty: must be <b><u>signed and submitted</u></b> between August 19, 2024 and 5:00 p.m. EST on August 23, 2024.</p>

If you fail to properly complete and submit the VSRP Application Form or the Release and Waiver Agreement as described above, you will not be eligible to participate in the VSRP. The Beneficiary Form is optional. However, the University recommends you complete this form so that in the event of your death, any unpaid Separation Payment can be paid to the person(s) of your choice. Death benefits are explained in more detail later in this Information Packet.

### **If You Change Your Mind**

If you submit a VSRP Application Form, and then decide you do not want to resign from the University, you may rescind your VSRP Application Form. If you decide you want to rescind your VSRP Application Form, you must rescind by the **earlier** of the following dates:

- 3 calendar days after you submitted (and the University received) your VSRP Application Form; or
- 5:00 p.m. EST on January 25, 2024.

For example, if you properly submit your VSRP Application Form on January 12, 2024, you will have until January 15, 2024 to rescind your VSRP Application Form. If you properly submit your VSRP Application Form on January 23, 2024, you will have until 5:00 p.m. EST on January 25, 2024 to rescind your VSRP Application Form.

If you decide to rescind your VSRP Application Form, you must contact Jennifer J. Lewis-Aey, Chief Human Resources Officer, in writing, at FacultyVSRP@ysu.edu by the date listed above. Once you rescind your VSRP Application Form, you will not be eligible to participate in the VSRP.

Please be advised that if you submit a VSRP Application Form, and your application is approved by the University, this means the University has accepted your application to separate from the University on your Separation Date. As a result, the University will have already started planning for your departure. **If you later decide not to submit your Release and Waiver Agreement, or you revoke your Release and Waiver Agreement, you will not be eligible for benefits under the VSRP. Additionally, you will still be required to separate from the University on your Separation Date.**

### **University Determination**

The University will review and either approve or deny every application to participate in the Program. The University's determination will be in its sole discretion based on the University's academic and instructional needs. The University will notify all eligible faculty members who apply to the VSRP via their University-issued email of its determination by January 29, 2024.

If your application is not accepted by the University, your application, and your offer of resignation, are automatically rescinded.

### **Release and Waiver Agreement**

You will have to sign a Release and Waiver Agreement in order to participate and receive payments under the VSRP. If you apply for the VSRP, and the University accepts your application, the University will provide you with the Release and Waiver Agreement at least 45 days before your Separation Date.

You must **sign** and **submit** the Release and Waiver Agreement as follows:

- Spring Faculty: Between May 20, 2024 and 5:00 p.m. EST May 24, 2024.
- Summer 1 Faculty: Between July 1, 2024 and 5:00 p.m. EST July 5, 2024.
- Summer 2 and Full-Term Summer Faculty: Between August 19, 2024 and 5:00 p.m. EST August 23, 2024.

You will have seven (7) calendar days after you submit the Release and Waiver Agreement to revoke your Release and Waiver Agreement. **If you decide to revoke your Release and Waiver Agreement, you must contact Jennifer J. Lewis-Aey, Chief Human Resources Officer, in writing, at FacultyVSRP@ysu.edu to revoke your Release and Waiver Agreement within the seven calendar day period. If you revoke your Release and Waiver Agreement, you will not be eligible for benefits under the VSRP. Additionally, you will still be required to separate from the University on your Separation Date.**

The University will execute your signed and submitted Release and Waiver Agreement on or after your Separation Date and the Release and Waiver Agreement will be effective as of your Separation Date.

Appendix C of this Information Packet has a form of a Release and Waiver Agreement that is substantially similar to the Release and Waiver Agreement you will have to sign in order to receive benefits under the VSRP.

### Separation Date

If the University approves your application to participate in the VSRP, your separation date from the University will be the date listed below. However, the University reserves the right to work with you to determine a different date based on the instructional needs at the University.

Faculty Group	Separation Date
Spring Faculty	May 19, 2024
Summer 1 Faculty	June 30, 2024
Summer 2 and Full-Term Summer Faculty	August 17, 2024

In order to receive the VSRP benefits, you must remain continuously employed, and continue to fulfill the duties and responsibilities of your position, between the time of your submission of the VSRP Application Form through your Separation Date.

## Resources to Help You Decide

You may also want to consider seeking the advice of your own tax advisor and/or financial planner before making your decision.

## VSRP Benefits

The VSRP will provide the following special incentive to those who choose to participate and who are approved to participate by the University.

### Separation Payment

The University will provide you with a cash benefit for agreeing to separate or retire from the University. The total value of the Separation Payment is equal to 80% of your 2023-2024 9-month base rate of pay, up to and not exceeding \$90,000.00. The minimum cash benefit will be \$45,000.00. For purposes of calculating the Separation Payment, your base rate of pay does not include: stipends, overload, summer, temporary adjunct assignment pay, one-time payments, distinguished professor and other awards, supplemental pay or banked workload, or any other similar payment not included in your normal base rate of pay.

The Separation Payment will be paid in two equal installments. The University will pay 50% of the Separation Payment in 2024. The payment will be made within 60 days of your Separation Date. The University will pay the other 50% of the Separation Payment to you in early 2025, no later than March 15, 2025.

If you are currently on a University-approved sabbatical or leave of absence, the University will calculate your Separation Payment using the base rate of pay in effect when you first started your sabbatical or leave of absence.

## Other Considerations

When you leave the University, you may be eligible for certain benefits and payments. This section provides a summary of what happens to your University benefits following your Separation Date. This section also contains information that may be useful to you if you are eligible to retire.

### Retirement Plan Benefits

The State of Ohio and Youngstown State University offer two retirement programs based on your employment category and when you were hired. As an active faculty member, you previously elected to

participate in one of these programs. Upon retirement, healthcare coverage may be available to some retirees who meet certain eligibility requirements.

Please visit the website (below) that applies to you to learn about your benefits, retirement eligibility and payment options:

- State Teachers Retirement System (STRS): <https://www.strsoh.org>
- YSU ARP: <https://www.ysu.edu/human-resources/employee-benefits>

It is important to review and update your beneficiary designations to ensure that, in the event of your death, your benefits are paid according to your wishes. It's especially important if your marital status or dependents have changed since the last time you reviewed your beneficiary information.

### **Medicare and Social Security**

Most employees of Ohio public colleges and universities contribute to Medicare, but do not participate in the federal Social Security system. Instead of Social Security, the State of Ohio and the University offer the retirement programs described above.

Contact **1-800-772-1213** or visit [ssa.gov/benefits/medicare](https://ssa.gov/benefits/medicare) to discuss how and when to apply for Medicare benefits.

**Note:** If you or your spouse have other employment that qualifies for Social Security benefits, your Social Security benefits may be subject to the Windfall Elimination Provision or the Government Pension Offset. Information on these provisions is available by contacting Social Security or on their website at [ssa.gov/planners/retire/gpo-wep.html](https://ssa.gov/planners/retire/gpo-wep.html).

### **Pre-65 Medical Coverage**

If you are enrolled in University group health coverage, your coverage will end on the last day of the month which includes your Separation Date.

Your coverage will end on the following dates:

- Spring Faculty: May 31, 2024.
- Summer 1 Faculty: June 30, 2024.
- Summer 2 and Full-Term Summer Faculty: August 31, 2024.

You are eligible to continue coverage for you and your covered spouse/dependents under the Consolidated Omnibus Budget Reconciliation Act of 1985, as revised (COBRA) for up to 18 months. If you elect COBRA, your COBRA coverage will begin on the following dates:

- Spring Faculty: June 1, 2024.
- Summer 1 Faculty: July 1, 2024.
- Summer 2 and Full-Term Summer Faculty: September 1, 2024.

You and your eligible dependents who are currently enrolled in the YSU group health plan will continue to have access to that coverage at an unsubsidized cost for up to 18 months or until age 65, whichever comes first. Your premiums for future years will follow the increases applied to active University employees.

During the 18 months of continued coverage, dependent eligibility rules will remain the same as currently in effect for active employees. When enrolling your family members for continuation benefits, you are acknowledging that you have correctly reported your dependents' eligibility status. You will need to show proof of eligibility if requested by the University or a plan carrier.

### **Post-65 Health Coverage**

At age 65, you become eligible for Medicare. At that time Medicare becomes the primary payer of your covered medical expenses. If you are not receiving Social Security benefits when you are first eligible for Medicare, you will need to enroll in Medicare Part A. Part A covers inpatient hospitalization. Medicare

Part B covers outpatient health care expenses including doctor fees, medical supplies, etc. You may choose to enroll and pay a premium for Part B. Medicare Part D is voluntary coverage that provides prescription drug benefits and requires you to pay a premium as well. Depending on your work history, you may also be required to pay for Part A coverage as well.

### **Expiring YSU Benefits**

You should note that if you selected to participate in the VSRP, some benefit coverages will end. This is true whether you leave employment with the University under the VSRP or under other circumstances. Your benefit eligibility and coverage will end based on the terms of the applicable plan documents. Please contact the Office of Human Resources if you have questions regarding benefit termination.

### **Taxes**

If you receive a Separation Payment under the VSRP, taxes on your payments will be withheld at Federal supplemental rates (22%) in addition to regular withholdings for Medicare (1.45%), and Additional Medicare, if applicable (0.9% withholding on Medicare Wages greater than \$200,000). Taxes will also be withheld for Ohio and Youngstown City taxes, as applicable.

You should consult your tax professional for information on your individual situation. This information is current as of January 2024, and is subject to change based on then-current tax rates at the time of the Separation Payments.

Due to the complexity of current tax laws, the University highly recommends that you see a tax advisor before you make your decision. A professional tax advisor should be able to help you understand how current tax laws affect your VSRP-provided benefits.

### **Unemployment Benefits**

This is a voluntary severance from employment that will disqualify you 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.

## **Frequently Asked Questions**

Below are answers to some of the questions you may have about the VSRP. If you need assistance with any other questions, please contact The Office of Human Resources.

### **GENERAL QUESTIONS**

#### **1. How will my departure affect the workload of my colleagues in my department?**

The University will consider the potential impact VSRP departures may have on you and the area in which you work. Your department chair or dean will clarify transition and knowledge transfer steps as well as address questions and concerns for remaining faculty, staff and contract professionals. The University is very sensitive to your department's academic and instructional needs, and will take this into consideration when approving applications to participate in the VSRP.

#### **2. If I participate in the VSRP, can I be employed by the University in the future?**

Some VSRP participants may have the opportunity to return to the University in a part-time capacity. The decision to re-hire any employee is at the sole discretion of the University and will be reviewed and approved by the VSRP Reemployment Committee.

#### **3. Can I determine my own Separation Date?**

No. The University will determine your Separation Date. In order to receive VSRP benefits, you must fulfill the duties and responsibilities of your position through your Separation Date.

## SEPARATION PAYMENT

### 4. When will I receive my Separation Payment?

You will receive the Separation Payment in two installments; 50% in 2024, and 50% in 2025. The first payment will be paid within 60 days of your Separation Date and the second payment will be paid before March 15, 2025.

### 5. May I defer all or a portion of my Separation Payment into my 403(b) or 457(b) Plan account?

No. Per IRS regulations, your Separation Payment may not be deferred to the 403(b) or 457(b) Plan.

### 6. What happens to the remaining installment if I die before I receive the full Separation Payment?

If you die before you receive your full Separation Payment, any unpaid Separation Payment will be paid to the person or persons you name on your Beneficiary Form. If you do not fill out a Beneficiary Form, or if your beneficiary does not survive you, the unpaid Separation Payment will be paid to the person(s) or entity named as your beneficiary in the University's group life insurance policy. If you do not have a properly designated beneficiary on both the Beneficiary Form and the University's group life insurance policy, the Separation Payment is forfeited.

### 7. Will my sick leave be paid out?

If you are retiring from the University, sick leave will be paid to you pursuant to Article 18.2 of the collective bargaining agreement.

Separating employees are not eligible for a sick leave payout. However, an employee who transfers from one state Ohio public agency to another, or who transfers from one state of Ohio department to another, shall upon reentering and submitting certified evidence of accumulated sick leave, be credited with the unused balance of accumulated sick leave, provided the time between separation and reappointment does not exceed ten years.

### 8. Will my sick leave payout be included in the Separation Payment?

No. You will receive your sick leave conversion documentation after your final payroll is processed. After your submission of the documentation, sick leave payout will be processed.

### 9. May I defer my sick leave payout into my 403(b) or 457(b) account?

Yes. You may defer your sick time payout subject to the annual IRS limits for the 403(b) and 457(b) plans. The annual limit for each plan in 2024 is \$23,000. Individuals over age 50 may contribute an additional \$7,500 to each plan. These limits are subject to change annually.

### 10. What wage do you use to calculate my Separation Payment?

Your Separation Payment is based on eligible compensation. Eligible compensation is defined as your 2023-2024 9-month base rate of pay. Stipends, overload, temporary, summer, and adjunct assignment pay, distinguished professor and other awards, supplemental pay and banked workload etc. are not eligible for this program.

## HEALTH AND LIFE BENEFITS

### 11. Will I be able to keep my University group health benefits?

If you are enrolled in YSU's group health plan at the time of your separation, your coverage will end on the last day of the month which includes your Separation Date. For Spring Faculty, your coverage will end on May 31, 2024. For Summer 1 Faculty, your coverage will end on June 30, 2024. For Summer 2 and Full-Term Summer Faculty, your coverage will end on August 31, 2024. You are eligible to continue coverage for you and your covered dependents under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) for up to 18 months. Upon leaving the University, you



will receive a COBRA notice and the information relevant to selecting continued coverage. If you elect COBRA, your COBRA coverage will begin on the first day of the month following the month of your Separation Date.

You and your eligible dependents who are currently enrolled in the YSU group health plan will continue to have access to that coverage at an unsubsidized cost for up to 18 months, subject to the early termination provisions outlined in your COBRA election notice.

During the 18 months of continued coverage, dependent child eligibility rules will remain the same as currently in effect for active employees. When enrolling your family members for VSRP benefits, you are acknowledging that you have correctly reported your dependents' eligibility status. You will need to show proof of eligibility if requested by YSU or a plan carrier.

**12. What happens to my group health plan coverage at age 65?**

At age 65, you become eligible for Medicare. At that time Medicare becomes the primary payer of your covered medical expenses. Part A covers inpatient hospitalization. Medicare Part B covers outpatient health care expenses including doctor fees, medical supplies, etc. You generally are required to enroll in Part A and you may choose to enroll and pay a premium for Part B. Medicare Part D is voluntary coverage which provides prescription drug benefits and requires you to pay a premium as well. Depending on your work history, you may also be required to pay for Part A coverage as well.

**13. Can I continue my dental and vision coverage if I elect the VSRP?**

Dental and vision benefits will not automatically continue. However, under the provisions of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA), you may continue dental and vision coverage for up to eighteen months for you and your eligible dependent(s). Upon leaving YSU, you will receive a COBRA notice and the information relevant to selecting continued coverage.

**14. Will my life insurance benefits and long term disability benefits continue if I elect the VSRP?**

Your basic and/or voluntary life insurance coverage will end on your Separation Date, unless you elect to convert it to an individual policy. You have 31 days after your Separation Date to convert your coverage. Your long-term disability coverage will end on your Separation Date and cannot be converted to an individual policy.

**RETIREMENT PROGRAM**

**15. What happens to my retirement program benefits if I elect to participate in the VSRP?**

The State of Ohio and Youngstown State University offer two retirement programs based on your employment category and when you were hired. Retiree healthcare coverage may be available to some retirees who meet certain eligibility requirements. Note that benefits and retirement eligibility rules differ depending on the program in which you are enrolled.

Your retirement program benefits will be determined under the normal provisions that apply to separating or retiring employees and will not be impacted by the VSRP.

Please visit the website (below) that applies to you to learn about your benefits, retirement eligibility and payment options:

State Teachers Retirement System (STRS): <https://www.strsoh.org>  
YSU ARP: <https://www.ysu.edu/human-resources/employee-benefits>

**16. If I have a 403(b) or 457(b) Plan account and leave my balance in the Plan, can I change my investment mix?**

Yes. You can change the investment mix of your account balance just as any other 403(b) or 457(b) Plan participant. Please contact your vendor for details.

**17. What happens if I have a 403(b) Plan loan outstanding when I separate or retire?**

If you have any outstanding loans when you separate or retire, you must pay the entire balance in full within 30 days or default on the loan in which event the balance of the loan will be offset against your account. You should consult your financial planner and/or tax professional for details.

**DECISION SUPPORT**

**18. I'm eligible for the VSRP. Do I have to participate?**

No. The VSRP is a voluntary program. Eligible employees who do not choose to participate in the VSRP will see no change to their current benefit and compensation programs as a result of the VSRP.

**19. How long do I have to decide if I want to participate in the VSRP?**

You have until 5:00 p.m. EST on January 25, 2024 to submit your VSRP Application Form. The University will notify you on whether your application has been approved or denied by January 29, 2024.

**20. Can I change my mind?**

If you submit a VSRP Application Form, and then decide you do not want to resign from the University, you may rescind your VSRP Application Form. If you decide you want to rescind your VSRP Application Form, you must do it by the **earlier** of the following dates:

- 3 calendar days after you submitted (and the University received) your VSRP Application Form; or
- 5:00 p.m. EST on January 25, 2024.

If you decide to rescind your VSRP Application Form, you must contact Jennifer J. Lewis-Aey, Chief Human Resources Officer, in writing, at FacultyVSRP@ysu.edu by the date listed above. Once you rescind your VSRP Application Form, you will not be eligible to participate in the VSRP.

**21. If my VSRP Application Form is accepted, what else do I have to do in order to receive my full Separation Payment?**

If your application is approved by the University, you will be provided with a Release and Waiver Agreement. The Release and Waiver Agreement will be substantially similar to the form agreement included in Appendix C of this Information Packet.

You will have at least 45 days to review and consider the Release and Waiver Agreement. You must sign and submit the Release and Waiver Agreement by the required deadline. Once you complete and submit the Release and Waiver Agreement, you will have seven (7) calendar days to revoke your Release and Waiver Agreement. **If you decide to revoke your Release and Waiver Agreement, you must contact Jennifer J. Lewis-Aey, Chief Human Resources Officer, in writing, at FacultyVSRP@ysu.edu to revoke your Release and Waiver Agreement within that seven calendar day period.** If you choose to revoke your Release and Waiver Agreement, the revocation is immediately permanent and you will not be eligible to participate in the VSRP. You also will still be required to separate from the University on your Separation Date.

Please be advised that if you submit a VSRP Application Form, and your application is approved by the University, this means the University has accepted your application to separate from the University on your Separation Date. As a result, the University will have already started planning on your departure. **If you later decide not to submit your Release and Waiver Agreement, or you revoke your Release and Waiver Agreement, you will not be eligible for benefits under the VSRP. Additionally, you will still be required to separate from the University on your Separation Date.**

Deciding whether to participate in the VSRP is an important decision. You may want to consult a financial/tax advisor or attorney prior to signing the VSRP Application Form and the Release and Waiver Agreement.

**22. Who can I contact if I have any questions about the VSRP?**

You can reach out to Jennifer J. Lewis-Aey, Chief Human Resources Officer, at [FacultyVSRP@ysu.edu](mailto:FacultyVSRP@ysu.edu).



## Appendix B:

# Youngstown State University 2024 Voluntary Separation or Retirement Program Beneficiary Designation Form

I hereby designate the following as my Beneficiary under the VSRP in the case of my death before I am paid all of the Separation Payment to which I am entitled:

### Primary Beneficiary[ies]:

	Beneficiary Name	Share %	Birth Date
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

### Contingent Beneficiary[ies]:

	Beneficiary Name	Share %	Birth Date
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date

## Appendix C:

### Form of Release and Waiver Agreement

#### YOUNGSTOWN STATE UNIVERSITY RELEASE AND WAIVER AGREEMENT

**WHEREAS**, this Release and Waiver Agreement (the "Agreement") is executed by and between \_\_\_\_\_ on my own behalf and on behalf of my heirs, executors, administrators and assigns (collectively, "I," "Me" "You" or "Your") and the Youngstown State University, its Board of Trustees, its individual Board members, both past and present, its past and present administrators, employees, agents, and representatives (collectively, the "University"); and

**WHEREAS**, I am eligible to apply for and participate in the 2024 Voluntary Separation or Retirement Program (the "Program" or the "VSRP"), based on the specific eligibility terms set forth in the Program; and

**WHEREAS**, the Program will provide certain benefits to me following my separation from employment with the University; and

**WHEREAS**, I submitted the VSRP Application Form to the University for consideration to participate in the Program pursuant to the terms of that Application Form; and

**WHEREAS**, the University has approved my Application Form to participate in the Program; and

**WHEREAS**, I acknowledge that in order to participate in and receive benefits under the Program, I must sign this Agreement and submit it to The Office of Human Resources, c/o Jennifer J. Lewis-Aey, by **[Insert Applicable Deadline]**; and

**WHEREAS, I further acknowledge and understand that I may revoke this Agreement by filing a written revocation notice with The Office of Human Resources, c/o Jennifer J. Lewis-Aey, within 7 calendar days after the date I submitted the Agreement, and that on the eighth day after signature, the Agreement becomes irrevocable.**

**NOW, THEREFORE**, the University and I agree as follows:

1. **Separation Pay and Benefits.** By signing this Agreement, and by submitting it to the University, I will receive benefits under the Program. The Program and any benefits are more fully described in the VSRP Application Form and other documents included in this packet of materials. I understand that I must be an active employee with the University on my "Separation Date" (as defined below) to receive any benefits under the Program. As an active employee I must continue to fulfill all duties and expectations of my employment during the time period between the date I elect to participate in the Program and my Separation Date. If the University terminates my employment before the Separation Date, or I terminate my employment with the University before the Separation Date without the University's consent, I will no longer be eligible to participate in the Program and will not receive any benefit under the Program.

2. **Employment Termination.** I agree that my employment with the University will end on my Separation Date, as defined in the Program and provided to me in my packet of materials (the "Separation Date") or a later date agreed upon by the parties in writing. I have voluntarily decided to terminate my employment by electing to participate in the Program and receive benefits under the Program. No one encouraged me to end my employment, and no one made any representations to me which are inconsistent with, or materially different from, the information contained in the VSRP

Application Form and related written materials furnished to me by the University.

3. Claims Released. I, for myself, family, heirs, administrators and assigns, release the University, its Board of Trustees, its current and former individual Board members, its current and former administrators, and its current and former employees, associates, officers or agents, any employee benefit plan sponsored or maintained by the University, any fiduciary of such plans, and related parties (collectively "Released Parties"), from all known and unknown claims, charges, judgments, causes of action, proceedings, demands, damages, or any other liabilities that I presently have that may be lawfully released and waived, including those claims arising out of my employment with, or separation from, the University. The claims I release and waive include, but are not limited to, claims under the Age Discrimination in Employment Act (as amended by the Older Workers Benefit Protection Act); Title VII of the Civil Rights Act of 1964; Sections 1981 and 1983 of the Civil Rights Act; the Employee Retirement Income Security Act of 1974; the Americans with Disabilities Act; the Ohio Civil Rights Act; and any other federal, state or local common law, statute, regulation, or law of any other type that can be lawfully released and waived. I further acknowledge that I am releasing my right to grieve or arbitrate any claims, grievances, causes of action or charges pursuant to the YSU-OEA Agreement relating to both my employment at the University or the Program, whether filed by myself or by the YSU-OEA on my behalf except for a grievance to enforce the terms of the VSRP in accordance with MOU 2024.01.

This Release does not affect: (a) any rights I have under the Program or other vested rights; (b) rights or claims arising after this Agreement is signed; (c) any workplace injury claims I may have under state workers' compensation laws; or (d) any right I may have to file or participate in a charge of discrimination with the Equal Employment Opportunity Commission, although this Release does waive any right to receive any relief, recovery or money in connection with any such charge. I also agree that I have properly reported all hours that I have worked, and I have been paid all wages, overtime, and benefits that I should have been paid.

4. Non-Admission of Liability. This Release and Waiver Agreement is not an admission of guilt or wrongdoing by any Released Party.

5. Consideration of Program. The University advised me to review this Agreement, read it, and carefully consider all of its terms before signing it. The University gave me forty-five (45) days in which to consider this Agreement. If I choose to sign this Agreement before the end of the 45 day consideration period, I waive any right to the remainder of the consideration period. The University, in writing, advised me to discuss this Agreement with my own attorney (at my own expense) during this period if I wished to do so. I acknowledge that the University made available to me for my review a written, understandable disclosure providing information on the job titles and ages of all individuals who are eligible and not eligible for election of benefits under the Program. I understand that I may revoke this Agreement within seven (7) calendar days after I sign and submit it by filing a written revocation notice. I understand that the Agreement becomes irrevocable eight (8) days after I submit it. Should I choose to revoke this Agreement, I understand the revocation is permanent, my employment with the University will end as of the Separation Date and I may not elect to participate in the Program at a future date. I have carefully read this Agreement, I fully understand what it means, and I am entering into it voluntarily. I am receiving valuable consideration in exchange for my execution of this Agreement that I would not otherwise be entitled to receive.

6. Entire Agreement. I acknowledge and agree that the University and its representatives, agents or employees have not made, and that I have not relied on, any representation(s) or promise(s) from the University, its representatives, agents or employees in making my decision to enter into this Agreement, except for the representations and promises contained in this Agreement. I further understand and agree that this Agreement constitutes the entire understanding and agreement between myself and the University pertaining to its subject matter; supersedes any other agreement, written or otherwise, pertaining to its subject matter; and together with the VSRP Application Form, constitutes my and the University's full obligations to one another. I further acknowledge that no representations have been made to me 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. I affirm

that the terms of the Program represent good and valuable consideration for my separation, regardless of any severance or retirement incentive benefits which may become available in the future to employees of the University.

7. Unavailability of Unemployment Benefits. It is specifically understood and acknowledged by both me and the University that this voluntary severance from employment will disqualify me 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.

8. Youngstown State University Chapter of the Ohio Education Association. I acknowledge and agree that I have no claims against YSU-OEA, or its current or former officers, employees or agents, and to the extent I am a member of the bargaining unit, I have been fully and fairly represented by the YSU-OEA.

9. Choice of law; Jurisdiction; and Forum. This Agreement shall be subject to, and governed by, the laws of the State of Ohio, without regarding to any choice of law or conflict of laws provisions, and irrespective of the fact that I may now be or may become a resident of a different state. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement or the Program shall be the Ohio Court of Claims in Franklin County in the State of Ohio, and the University and I irrevocably consent to the personal jurisdiction of such court. In the event 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 never contemplated.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



By my signature below, I acknowledge: (a) that I have read this Agreement thoroughly; (b) that I am fully aware of the Agreement's contents and legal effect; and (c) that I have chosen to enter into this Agreement freely and without coercion, and such choice is based on my own judgment and not in reliance upon any promises made by the University other than those specifically contained in this Agreement and the VSRP Application Form.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Youngstown State University

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **Appendix D:**

### **Age Discrimination in Employment Act (ADEA) Notice**

#### **YOUNGSTOWN STATE UNIVERSITY 2024 VOLUNTARY SEPARATION OR RETIREMENT PROGRAM**

##### **DISCLOSURE OF SELECTED AND NON-SELECTED FACULTY**

The following information about the Youngstown State University 2024 Voluntary Separation or Retirement Program (the "Program") is provided pursuant to the Older Workers Benefit Protection Act of 1990, which is an amendment to the Age Discrimination in Employment Act (the "ADEA"). This information is intended to assist you in making a fully informed decision whether to participate in the Program.

The University recognizes that this data contains personal information related to age and position titles about you and your colleagues. The University is required by federal law to provide you with this information. The University requests that you are sensitive to the privacy of this information about your colleagues at the University.

The Program is available to faculty that meet the following criteria: (a) The faculty member is a bargaining unit member described in the Scope of Unit, Article 2 of the collective bargaining agreement between the University and the Youngstown State University Chapter of the Ohio Education Association (YSU-OEA), whether a dues paying member or not and (b) The faculty member is a faculty member in one of the following majors: (i) Art Education; (ii) Art History; (iii) Fashion Merchandising; (iv) Geography; (v) Music Composition; (vi) Music History and Literature; (vii) Music Performance; or (viii) Studio Art. The University reserves the right to expand which faculty are eligible, if in its sole discretion, it determines such expansion to be in the best interest of the University.

The program is not available to (1) department chairs, (2) lecturers, (3) senior lecturers, (4) part-time employees, (5) temporary employees, (6) adjunct faculty, (7) rehired retirees, (8) persons who separated from service from the University prior to January 11, 2024, (9) any employee who has received notice of separation from service prior to January 11, 2024, including notification of a nonrenewal of an employment agreement, (10) any employee who entered into a written agreement to separate from the University with a tendered separation date or retirement date, where such agreement was entered into on or before on or before January 11, 2024, (11) any employee who has previously agreed to participate in a similar program sponsored by the University, (12) any employee previously accepted for retirement or separation from the University prior to January 11, 2024, (13) an employee who (i) receives a letter of retrenchment, (ii) applies for and is accepted for the Program, and (iii) applies for and is accepted for another position at the University on or before March 29, 2024.

To receive the benefit under the Program, you must sign and submit the Release and Waiver Agreement included with this Disclosure, and you must return it to the Office of Human Resources. The University reserves the right to limit participation in this Program based on the academic and instructional needs of the University, as described earlier in this packet of materials.

By law, the University is required to provide you with the attached chart. This chart, which was prepared as of January 11, 2024, show the ages and job titles of employees who are eligible to participate in the Program.

When the University provides you with the Release and Waiver Agreement, this chart will also include the ages and job titles of employees who were selected for the Program and the age of the applicants who hold the same job titles in the identified eligible majors who were not selected for the Program. This information is being provided regarding all employees in Program-eligible positions in the majors identified.

**Youngstown State University 2024 Voluntary Separation or Retirement Program (VSRP)**

The VSRP is available to faculty that meet the following criteria: (a) The faculty member is a bargaining unit member described in the Scope of Unit, Article 2 of the collective bargaining agreement between the University and the Youngstown State University Chapter of the Ohio Education Association (YSU-OEA), whether a dues paying member or not and (b) The faculty member is a faculty member in one of the following majors: (i) Art Education; (ii) Art History; (iii) Fashion Merchandising; (iv) Geography; (v) Music Composition; (vi) Music History and Literature; (vii) Music Performance; or (viii) Studio Art. The University reserves the right to expand which faculty are eligible, if in its sole discretion, it determines such expansion to be in the best interest of the University.

The VSRP is not available to (1) department chairs, (2) lecturers, (3) senior lecturers, (4) part-time employees, (5) temporary employees, (6) adjunct faculty, (7) rehired retirees, (8) persons who separated from service from the University prior to January 11, 2024, (9) any employee who has received notice of separation from service prior to January 11, 2024, including notification of a nonrenewal of an employment agreement, (10) any employee who entered into a written agreement to separate from the University with a tendered separation date or retirement date, where such agreement was entered into on or before on or before January 11, 2024, (11) any employee who has previously agreed to participate in a similar program sponsored by the University, (12) any employee previously accepted for retirement or separation from the University prior to January 11, 2024, (13) an employee who (i) receives a letter of retrenchment, (ii) applies for and is accepted for the Program, and (iii) applies for and is accepted for another position at the University on or before March 29, 2024.

Age Discrimination in Employment Active Notice				
Job Group	Age	Age of Applicants	Age of Applicants Selected	Age of Applicants Not Selected
Assistant Professor	29			
Associate Professor	63, 52, 50, 47, 46, 42, 40, 41			
Professor	66, 64, 64, 63, 62, 61, 60, 60, 59, 56, 55, 53, 52, 51, 50, 49, 48, 47, 46, 44			