

Date
NAME
ADDRESS

Dear xxxx:

Your application under the Tenured Faculty Voluntary Separation Incentive Plan ("VSIP") has been approved.

This Tenured Faculty Voluntary Separation Incentive Plan Agreement and Release ("Agreement") is between you and the Board of Trustees for the University of Northern Colorado ("UNC") and serves to confirm the terms and conditions of your voluntary employment separation from UNC pursuant to the VSIP. Your last day of employment will be [INSERT DATE]. In consideration for signing this Agreement, your voluntary resignation of employment, and the releases and other matters that you have agreed to therein:

- I. You will receive an incentive separation payment under the VSIP (a one-time incentive payment equal to 50% of your current academic year base salary (not including stipends, overload, or any other form of additional pay)) in the gross amount of \$xx,xxx. The payment will be made on the approved retirement date, either July 31, 2023, or December 31, 2023. All appropriate deductions will be withheld as required by law.
- II. UNC will continue to make the employer contribution for active employees for the cost of UNC medical and dental insurance through COBRA for eighteen months beginning [Insert Date] for you and any covered spouse and/or dependents, if you are eligible and so elect.
- III. Your dependents will continue to receive dependent tuition grants under the terms and conditions of UNC Board Policy 2-2-408(1) through Insert Date.

Your UNC Optional Retirement plans and/or PERA retirement plan, as applicable, will be processed in accordance with the applicable plan provision(s).

In consideration of the payments and other benefits and continuations described in Paragraphs I through III, above, you hereby agree:

A. You voluntarily and fully release and discharge the Board of Trustees for the University of Northern Colorado, the State of Colorado, each of their respective successors and assigns, and each of their present and former Trustees, officers, employees and agents from any and all rights and claims of any and every nature that you may have against UNC, the State of Colorado, each of their respective successors and assigns, and each of their present and former Trustees, employees and agents which arose on or prior to the date you have executed this Agreement, including but not limited to claims based on any Federal, State or local statutes, ordinances or regulations (including but not limited to the Age Discrimination In Employment Act ("ADEA")) and/or claims whether sounding in contract or in tort, either legal or equitable, based on applicable common law, including but not limited to: (1) all claims arising from or relating to your employment with UNC, the terms and conditions of such employment and/or the cessation of such employment and (2) all claims based on any other act, omission, transaction, event, or incident of any kind that occurred between you, on one hand, and UNC, the State of Colorado, each of their respective successor and assigns, and/or each of their present and former Trustees, employees and agents, that occurred on or prior to the date of execution of this Agreement by you. This release does not waive rights or claims that may arise after the date you have executed this Agreement.

B. You will not be eligible for unemployment compensation during the period that you receive the incentive separation payment described in paragraph I, above.

C. You will provide UNC with reasonable assistance and cooperation in locating or obtaining information concerning UNC about which you are knowledgeable.

D. You will provide reasonable assistance and cooperation to UNC in activities related to the prosecution or defense of any pending or future lawsuits or claims involving UNC.

E. You will promptly notify UNC's General Counsel if you receive any requests from anyone other than UNC for information regarding UNC regarding any potential or actual claim or litigation against UNC.

F. You will refrain from providing to any persons, other than any Trustees, officers or specifically designated agents of UNC, any confidential or attorney/client privileged information that you were provided or to which you had access by virtue of your employment with UNC, without UNC's written permission or order of court.

G. You have been advised and encouraged by UNC to consult with an attorney before signing this Agreement.

H. You will not commence or maintain any civil action, charge, complaint or proceeding of any kind in any court, or before any administrative or investigative body or agency, or any grievance or other proceeding pursuant to UNC policy or regulation, against UNC and/or its Trustees, officers, employees or agents, with respect to any act, omission, transaction or occurrence that occurred on or prior to the date you have executed this Agreement and, in the event you have commenced any such civil action, charge, complaint, proceeding or grievance of any kind that you will, without further consideration, shall take such action as may be necessary to terminate with prejudice any such proceeding(s).

I. You have been informed of the ages and job titles of other persons who have been offered the payments and other benefits and continuations under the VSIP in Exhibit A, attached.

J. You have been informed that, if you so desire, you have forty-five (45) days from this date to consider the Agreement and decide whether to sign it and have seven (7) days after this Agreement is signed to change your mind and to revoke this Agreement. If you decide to revoke this Agreement, you must deliver to UNC's Human Resources Department a signed notice of revocation within seven (7) days after the date you signed this Agreement. If you do not deliver such written notice of revocation within the seven (7) day period, this Agreement becomes effective on the eighth (8th) day after it is signed. If you do deliver such written notice of revocation within the seven (7) day period, you will not receive any of the consideration described in Paragraphs I through III, above.

K. This Agreement constitutes the entire and complete Agreement between UNC and you and that no promises or other inducements have been made to you in regard to this Agreement other than those specifically described herein and that this Agreement supersedes all previous oral or written agreements, if any, between UNC and you.

L. This Agreement may not be amended except in a writing signed by UNC and you.

M. This Agreement shall be governed by the laws of the State of Colorado and any civil action relating to this Agreement must be filed in the District Court, Weld County, Colorado.

By signing this Agreement, you acknowledge that you have read the entire Agreement, understand it, agree with its contents, and have signed it voluntarily.

[FULL NAME OF EMPLOYEE]

Date

BOARD OF TRUSTEES FOR THE UNIVERSITY OF NORTHERN COLORADO

By: _____

Its: _____