Early Retirement Incentive Plan (ERIP)

A Voluntary Separation Plan

March 11, 2011
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INDIANA UNIVERSITY
EARLY RETIREMENT INCENTIVE PLAN
(ERIP)

A. INTRODUCTION

Indiana University is confronted with serious fiscal constraints and is undertaking organizational reviews to optimize the efficiency of administrative and academic support units. One response to these challenges is the adoption of the Early Retirement Incentive Plan (ERIP) for qualified Academic and Staff employees. Voluntary separations under ERIP are intended to achieve specific institutional objectives: 1) reduction in salary/wage and benefit costs and 2) redirecting positions to focus on higher priorities. Voluntary separations under the ERIP may also assist in avoiding or minimizing future involuntary terminations due to reductions in personnel.

The ERIP is not intended to be an entitlement. A fundamental requirement of the ERIP is that approved applications must achieve one of the institutional objectives described above. Not every application to participate in the ERIP will be approved.

This document shall serve as the official plan document governing the terms of the ERIP.

B. GENERAL DESCRIPTION

The ERIP is a one-time opportunity for eligible employees to apply for separation and enter retirement at an earlier date than might otherwise have been planned. ERIP participants will be required to sign a Separation Agreement that contains a release of all employment rights and claims, described later in this document. Following voluntary separation from Indiana University, ERIP participants will receive the benefits provided by this plan, including an income replacement payment and contributions to a Health Reimbursement Account, as described in this document.

Participation in the ERIP is completely voluntary. Applicants may revoke their application at any time up to seven days after signing the Separation Agreement. Eligible employees who decline to participate or who revoke an application to participate will not be treated any differently than any other similarly situated employee.

Applications for the ERIP will be accepted for a limited period of time, starting April 18, 2011, and ending midnight May 13, 2011.

Separations under the ERIP are to be effective June 30, 2011, except as allowed by circumstances described later in this document.

Additional information, including the ERIP application form, a Separation Agreement, and Frequently Asked Questions can be obtained at the following website: hr.iu.edu/erip.
C. ELIGIBILITY

Full-time Academic and Staff employees of Indiana University are eligible to apply for the ERIP if, as of **June 30, 2011**, the employee:

1. **Satisfies the age and service requirements for IU Retiree Status:**

<table>
<thead>
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<th>Age as of June 30, 2011</th>
<th>Minimum Years of IU Service as of June 30, 2011 **</th>
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<td>64</td>
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* Employees covered by the PERF retirement plan at the time of separation shall qualify for IU Retiree Status with at least 15 years of full-time IU service.

** “Years of IU Service” means the years of full-time appointed service at Indiana University, excluding periods of leave without pay (LWOP); however, sabbatical leaves and other leaves for research are included.

or

2. **Is at least 60 years old with at least 10 years of full-time service with the University.**

   (“Full-time service” means the years of full-time appointed service at Indiana University.)

Service at another entity, whether or not it is affiliated with Indiana University does not count in satisfying the above eligibility criteria.

Employees who satisfy the above eligibility requirements and who are potentially eligible for 18/20 Plan or IU Replacement Retirement Plan benefits may apply for the ERIP with the explicit understanding that if they participate in the ERIP they would be forfeiting the benefits of those retirement plans. A potential participant in the IU Replacement Retirement Plan is not eligible to participant in the ERIP after reaching age 64 if they are vested in the benefits provided by that plan. Under no circumstances will Indiana University provide ERIP benefits in addition to benefits provided by an early retirement plan, such as the 18/20 Plan or the IU Replacement Retirement Plan.
An employee who satisfies one of the above eligibility requirements may apply for the ERIP even if he or she has already given notice of his or her intention to retire or otherwise terminate employment, except as noted in section D for ineligible employees.

D. INELIGIBILITY

Notwithstanding the above, the following employees and individuals are not eligible to apply for or to participate in the ERIP:

- Employees who are eligible to begin receiving their benefits under the IU 18/20 Retirement Plan and/or the IU Replacement Retirement Plan, on June 30, 2011 (For the 18/20 Plan, benefits may start as early as age 64 until age 70; and for the IU Replacement Retirement Plan, benefits may start after age 64.)

- Employees who are potential participants in the IU Replacement Retirement Plan, are at least age 64 as of June 30, 2011, and would be vested in the benefits provided by that plan on June 30, 2011

- Employees who have signed an agreement with Indiana University to participate in the IU Phased Retirement Program

- Employees who are using PTO or Vacation accruals to bridge to an already-specified separation date arranged prior to April 1, 2011

- Employees who have already signed a formal separation agreement with Indiana University

- Employees who have been given notice prior to April 1, 2011, of their involuntary termination from Indiana University

- Part-time Academic and part-time Staff employees

- Other individuals who are not eligible include, but are not limited to: Hourly employees, Graduate Assistants, Medical Residents, Visiting Scholars, and postdoctoral fellows

E. SEPARATION DATE

To participate in the ERIP, an eligible employee who has applied for and received final approval to participate in the ERIP must sign a Separation Agreement that releases Indiana University from all employment rights and claims, and must agree to separate from Indiana University on one of the following dates:

1. **June 30, 2011**, is the intended separation date for most ERIP participants.

2. **August 31, 2011**, is an alternative separation date that unit heads may designate when it is clearly in the best interests of Indiana University.
Examples of circumstances in which this alternative separation date could apply: (i) if there are multiple ERIP participants from the same unit, the unit head may determine that one or more employees need to delay separation to allow for the transition of restructured services; or (ii) if the employee is scheduled to teach a summer class, the unit head may determine that the employee needs to delay separation to teach that class.

3. **December 31, 2011**, is an alternative separation date for Academic employees only that unit heads may designate when it is clearly in the best interests of Indiana University; but which requires specific approval of the President’s office.

Examples of circumstances in which this alternative separation date could apply: the unit head determines that an Academic employee is needed to teach a class already scheduled for the fall semester or he/she is needed to finish academic or research work with graduate students.

August 31, 2011, and December 31, 2011, separation dates are determined by unit heads with approval of University executives, based on the above provisions. Alternative separation dates shall not be made based on employee preference.

The above three separation dates are the only separation dates available under the ERIP. Under no circumstances will an ERIP separation date be extended beyond December 31, 2011.

Regardless of separation date, the ERIP application must be submitted by midnight May 13, 2011.

**F. SEPARATION INCENTIVE BENEFITS**

ERIP participants will receive the following benefits:

1. **Income Replacement Payment** – ERIP participants will be paid the following amount in a single lump sum, less all deductions for local, state and federal taxes legally required to be withheld, no later than one month following their date of separation from Indiana University.

   - Employees with the following rank or status will be paid an amount equal to 10 months of the employee's base salary in effect on June 30, 2011:
     - Tenured faculty
     - Clinical faculty
     - Librarians

   - Any other Academic employee and all Staff employees will be paid an amount equal to 6 months of the employee's base salary or wages in effect on June 30, 2011.

   For salaried employees (e.g. Academic and Professional Exempt Staff), this amount would be 6 times the monthly base salary. For non-exempt employees (e.g. Professional Overtime Eligible Staff and Support and Service Staff), this amount will be 26 times weekly base wages.
Base salary/wages does not include overtime, supplemental pay, summer pay, call-back pay, shift differentials, or any other non-base salary or wages.

No portion of this lump sum payment is eligible for salary deferral under the IU TDA Plan or the IU Retirement Savings Plan, nor is it compensation for purposes of calculating the University's contribution to the IU Retirement Plan or to the Indiana Public Employees Retirement Fund (PERF), per IRS and PERF regulations.

For employees who are members in PERF, an amount not to exceed $2,000 will be included in the average annual compensation used for PERF benefit calculations.

(Separating employees who are not already maximizing their contributions to the IU TDA Plan and/or the IU Retirement Savings Plan, may be able to allocate tax-deferred contributions to these plans from base compensation received during the months prior to separation. More information about the IU TDA Plan and the IU Retirement Savings Plan is located at hr.iu.edu/benefits/tda.html.)

2. **Health Reimbursement Account** – ERIP participants who are enrolled as the employee in an IU-sponsored medical plan on June 30, 2011 will be provided a health reimbursement account (HRA). The University will credit an amount to an HRA on behalf of the ERIP participant each year based on the employee’s medical plan membership level on June 30, 2011. This amount shall be equal to:

- Employee Only $6,000
- Employee with Child $11,000
- Employee with Spouse $13,500
- Family $14,500

Notwithstanding the above, the University will instead credit an amount to an HRA on behalf of an ERIP participant who is Medicare age (65) or older equal to $5,000 each such year.

Contributions will be made to the HRA for a total of five years, except that contributions will cease before the end of the five-year period, if: the participant becomes eligible for medical care coverage through another employer; the participant elects coverage through a spouse/domestic partner employed by Indiana University; or the participant dies.

The University will credit the applicable lump sum amount to the ERIP participant’s HRA during the month following the ERIP participant’s separation date, and then annually thereafter on the anniversary of such date, based on the participant’s Medicare age at that time.

The ERIP participant can use the HRA account to reimburse medical expenses within the meaning of Section 213(d) of the Internal Revenue Code on behalf of the participant, his or her spouse, and his or her eligible dependents. Examples of medical expenses that qualify for HRA reimbursement:

- After-tax medical insurance premiums (COBRA and Retiree premiums)
- Deductibles and copayments not covered by another medical plan
Dental and vision care expenses not cover by another plan
Eyeglasses
Prescription drugs
Preventive care
Medicare Part B and D premiums

Additional details about this HRA feature are available at hr.iu.edu/erip and for a complete list of qualified medical expenses that qualify for reimbursement refer to IRS Publication 502, “Medical and Dental Expenses.”

The Internal Revenue Service (IRS) does not allow the use of HRA funds for expenses associated with a domestic partner, unless the partner qualifies as a dependent under IRS regulations.

Any amount remaining in the HRA account at the end of a year will carry forward and can be used in subsequent years to pay for eligible medical expenses; provided, however, that unused contributions will be forfeited at the end of the five-year period beginning with the participant’s separation date or, if earlier: the participant becomes eligible for medical care coverage through another employer; the participant elects coverage through a spouse/domestic partner employed by Indiana University; or the participant dies.

The IRS does not allow HRA accounts to be transferred to any other individual, except in the event of the participant’s death. If the participant dies after separating from the University, but before the date that funds are forfeited, the HRA account can be used by the participant’s spouse to reimburse medical expenses within the meaning of Section 213(d) of the Internal Revenue Code, as described above. If there is no spouse at the time of the participant’s death, the HRA account can be used by an IRS qualified dependent. (Changing the name on the HRA account to a spouse or dependent is not automatic, and the surviving spouse or dependent will need to contact University Human Resources to initiate the process.) If there is no spouse or dependent at the time of the participant’s death, any balance in the HRA account will be forfeited.

HRA accounts will be administered by Nyhart Inc. (Nyhart also administers IU’s TSB accounts under IRC Section 125 provisions.)

3. **Medical and Dental Plan Continuation** – ERIP participants who are enrolled as the employee in an IU-sponsored medical or dental plan on the date of separation may elect to continue in plan coverage for themselves and any covered spouse and dependents:

- All ERIP participants may elect COBRA continuation coverage in any IU-sponsored medical plan for up to 18 months or Medicare eligibility, by paying the COBRA premium.
- After COBRA coverage expires, ERIP participants may elect to participate in the PPO $900 Deductible plan until Medicare age (65), by paying the full premium.
- Participants with IU Retiree Status may enroll in the Blue Retiree Medicare Supplement plan at age 65, and continue in the plan as long as it is offered by Indiana University, by paying the plan’s full premium.
• Participants enrolled in the HDHP & Health Savings Account plan at time of separation may want to consider switching enrollment to another medical plan to take full advantage of the above HRA account (contact University Human Resources for additional information).
• All ERIP participants may elect COBRA continuation coverage in the IU Dental plan for up to 18 months by paying the COBRA premium.

G. IU RETIREE STATUS BENEFITS

An ERIP participant who satisfies the age and service requirements for IU Retiree Status on the separation date will be provided the following additional benefits, as long as each plan continues to be offered by the University:

1. Term life insurance paid by the University equal to $6,000
2. IU Tuition Benefits paid by the University, same as provided to full-time employees
3. Continuation of coverage under an IU-sponsored medical plan by paying the full premium:
   • COBRA continuation in any plan
   • PPO $900 Deductible plan until Medicare age (65)
   • Blue Retiree Medicare Supplement plan at age 65 and older
4. IU Voluntary Benefits

More information about IU Retiree Status benefits is located at hr.iu.edu/benefits/retirees.html.

H. PAYMENT FOR UNUSED PAID TIME-OFF AND COMPENSATORY TIME (Staff employees only)

ERIP participants will receive a lump sum payment for accrued but unused paid time-off benefits and compensatory time as of their separation date, in accordance with normal University policies and the same as any other separating employee. These policies apply only to Staff employees. Highlights of policy provisions include:

• A single lump sum, less all deductions for local, state and federal taxes legally required to be withheld, will be paid no later than one month following the date of separation from Indiana University
• Professional Staff receive pay for accrued but unused
  o Holidays
  o Bonus Holidays, if applicable with PB plan status
  o All PTO hours
  o For PB plan status, Vacation up to 200 hours plus number of hours earned in a year
  o Honorary Vacation up to 480 hours, if applicable
  o If covered by the IU Retirement Plan with 11.25% contributions and qualified for IU Retiree Status: Sick Bank hours at 25% pay from 152 hours through 312 hours and 50% pay for all hours above 312
  o Compensatory time for PAO and PAU Staff
• Support and Service Staff receive pay for accrued but unused
  o Holidays
Vacation hours balance based on years of service up to a maximum of 872 hours for 30 or more years of IU service

If qualified for IU Retiree Status: Income Protection hours at 25% pay from 152 hours through 312 hours and 50% pay for all hours above 312

Compensatory time

More information about the payment of unused paid time-off and compensatory time is located at hr.iu.edu/policies/index.html.

I. ERIP APPLICATION PROCEDURE

Eligible employees shall be provided a copy of this Plan, which includes a Separation Agreement, on or before April 1, 2011.

The application period for the ERIP begins on April 18, 2011, and ends on May 13, 2011. Applications submitted later than midnight on May 13, 2011, will not be considered.

To apply for the ERIP, an eligible employee must complete and submit an on-line application located at hr.iu.edu/erip. When the application form is submitted, the applicant is indicating a desire to voluntarily separate from Indiana University in exchange for ERIP separation incentive benefits and other considerations described herein.

Applicants may revoke their application at any time up to seven days after signing the Separation Agreement. To revoke or withdraw an ERIP application, the applicant may complete the on-line withdrawal at hr.iu.edu/erip or send a notice of revocation by certified mail to the University Human Resources office. On the eighth day after signing the Separation Agreement, the ERIP application is irrevocable.

As indicated above, separations under the ERIP will be effective June 30, 2011, except as otherwise provided under Section E of the Plan.

Indiana University intends for ERIP separations to achieve specific institutional objectives: 1) reduction in salary/wage and benefit costs or 2) redirecting positions to focus on higher priorities. Voluntary separations under the ERIP are also to avoid or minimize future involuntary terminations due to reductions in personnel. As such, Indiana University would like to allow as many eligible employees to participate in the ERIP as possible. However, Indiana University reserves the right to deny participation to eligible employees if it is determined that an application does not meet the above institutional objectives. ERIP applications will be reviewed based on the following criteria:

- If the employee’s separation and the unit’s subsequent actions will meet institutional objectives
- The position’s funding source

Following a review period during the end of May 2011, applicants will be notified whether or not their application has been approved. If approved, applicants will be provided a Separation Agreement to sign.

IU cannot guarantee that every application to participate in the ERIP will be approved.
J. REQUIRED APPROVALS

University Human Resources will first review the ERIP application to confirm the employee’s eligibility to participate.

ERIP applications require the following approvals:

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<th>2nd Level Reviewer</th>
<th>Final Reviewer</th>
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<tr>
<td>Regional Campus</td>
<td>Chancellor</td>
<td>VP for Regional Affairs</td>
<td>President’s Office</td>
</tr>
<tr>
<td>IUB or IUPUI Campus</td>
<td>RC Head (e.g. Dean)</td>
<td>Provost/Chancellor</td>
<td>President’s Office</td>
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<td>UA units and IU</td>
<td>Vice President</td>
<td>n/a</td>
<td>President’s Office</td>
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<td>School of Medicine</td>
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If the Initial Reviewer approves the application, then he or she is responsible for providing a statement demonstrating how the ERIP separation will meet the above institutional objectives, including a statement explaining how any planned replacement will also meet those objectives. Any reviewer may deny the ERIP application.

If the Initial Reviewer disapproves the ERIP application, the employee may request reconsideration by that reviewer, who may approve the ERIP application or uphold the initial decision. There is no further consideration if the Initial Reviewer upholds the initial decision.

Final approval of the ERIP application is required by the President's Office.

**Participation in the ERIP is not a right. The University may reject an ERIP application if, in its sole and absolute discretion, it is deemed not to be in the best interest of the University.**

K. SUBSEQUENT EMPLOYMENT

An ERIP participant cannot be reemployed by the University in any position (Hourly, Staff, or Academic) for 30 days following his or her separation date.

An ERIP participant cannot be reemployed by the University in any full-time Academic or Staff position for five years following his or her separation date.

If the ERIP participant initiates income benefits from PERF or any IU-sponsored retirement plan, there must not be a written or oral agreement or understanding at the time of separation that the participant will be rehired by the University in any position.

L. RECOVERY OF ERIP PAYMENTS MADE BY MISTAKE

ERIP payments, HRA contributions, and other consideration, or portions thereof, made by mistake of fact or paid contrary to the terms of the ERIP plan, shall be returned to the University by the separated employee.
M. REPRESENTATIONS CONTRARY TO THE ERIP

No employee, director, executive, or agent of the University has the authority to alter, vary or modify the terms of the ERIP, except by means of an authorized written amendment to the ERIP on file with the Associate Vice President for Human Resources. No verbal or written representations contrary to the terms of the ERIP and any amendments shall be binding upon Indiana University.

N. AMENDMENT AND TERMINATION

The University reserves the right to amend or terminate the ERIP at any time. Notwithstanding the foregoing, no amendment of ERIP may reduce ERIP payments or other considerations once an ERIP Separation Agreement is fully executed.

Nothing in the ERIP is intended to limit the University's right to amend or terminate its group health plans at any time.

O. NONDISCRIMINATION STATEMENT

Indiana University will not engage in discrimination against any person because of age, color, disability, ethnicity, gender, gender identity, genetic information, marital status, national origin, race, religion, sexual orientation, or veteran status, and will comply with all federal and state nondiscrimination, equal employment, and affirmative action laws and regulations.
APPENDIX I.

SEPARATION AGREEMENT CONCERNING RESIGNATION AND RELEASE OF EMPLOYMENT AND OTHER RIGHTS

Upon final approval, the ERIP applicant will be asked to sign a Separation Agreement as set forth below. Only after the Separation Agreement is fully executed will the ERIP separation become official, unless the applicant revokes the agreement within seven days after signing it as provided in the Agreement.

A copy of the Separation Agreement is provided below so that eligible employees will have advance knowledge of the agreement to be signed in the event they apply for and are approved for the ERIP.

Employees who are approved for the ERIP are advised to consult an attorney, at their own expense, to discuss the ERIP and to review this Separation Agreement.

SEPARATION AGREEMENT
Concerning
RESIGNATION AND RELEASE
OF EMPLOYMENT AND OTHER RIGHTS

Bloomington, Indiana
DATE

THIS SEPARATION AGREEMENT CONCERNING RESIGNATION AND RELEASE OF EMPLOYMENT AND OTHER RIGHTS ("Agreement") is between NAME ("Employee") and The Trustees of Indiana University, a body politic of the State of Indiana created by statute, with its principal office at Room M-19, Indiana Memorial Union, Indiana University, Bloomington, Indiana 47405 ("University").

1. Recitations

1.01 Employee is employed by University.

1.02 Employee is eligible to participate in the Indiana University Early Retirement Incentive Plan ("Plan"), a one-time separation window the terms of which are fully set forth in the Plan Document, and Employee desires to participate in the Plan.

1.03 University is the legal entity which has the legal responsibility to own, manage, and control Indiana University, the state university of Indiana.

1.04 University and Employee have evaluated their respective needs, and the Employee has elected to voluntarily separate under the Plan upon condition that Employee be compensated for the release of the right to continued employment and in exchange for Employee's promises set forth in this Agreement, in accordance with the terms and conditions of the Plan.

2. Intentions of the Parties

2.01 Employee intends and understands that this Agreement will accomplish a complete and permanent severance of all rights that stem from Employee’s employment with University except with respect to the payment and benefits expressly provided for by this Agreement.

2.02 University and Employee intend and expect that Employee shall surrender and renounce all privileges and
rights that derive from employment by University, except with respect to the payment and benefits expressly
provided for by this Agreement as set forth in Section 4.01.

3. Agreements of Employee

3.01 Employee hereby agrees to and does resign her/his employment with University and to retire from University,
effective DATE.

3.02 Employee agrees that the payment and benefits specified in Section 4.01 shall be the only payment or benefits
stemming from employment with University to which Employee shall be entitled following retirement, except
that Employee shall receive any regular paycheck to which Employee might be entitled for employment up to
and including DATE. The fulfillment of this Agreement shall be in lieu of, and shall replace, any and all other
payment(s) or benefit(s) that might otherwise be due from University stemming from employment.

3.03 Employee agrees that in consideration of University’s agreements contained in this Agreement, Employee does
hereby irrevocably and unconditionally release, acquit and forever discharge University, its successors,
divisions, affiliates, current and former trustees, officers, employees, agents, representatives, attorneys, insurers,
its employee benefit plans (and any fiduciary of such plans), from any and all complaints, claims, liabilities,
obligations, promises, agreements, controversies, damages, actions, causes of actions, suits, grievances, rights,
demands, costs, losses, debts and expenses (including, but not limited to, attorneys’ fees and costs actually
incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, which Employee has against
University to the date of resignation specified in this Agreement arising directly or indirectly out of Employee’s
employment with University, including, but not limited to, rights arising out of alleged violations of any
contract, express or implied, or any covenant of good faith and fair dealing, express or implied, or any tort, or
any federal, state, or other government constitution, statute, regulation, or ordinance, including, without
Rights Act of 1866, The Equal Pay Act, The Family Medical Leave Act, the Age Discrimination in
Employment Act of 1967 (ADEA), the Older Workers Benefit Protection Act (OWBPA), The Indiana Civil
Rights Law, all as amended, and any and all claims of whatever nature relating to Employee’s employment that
Employee now has or heretofore had or claimed to have against University. This release does not include any
claims that cannot by law be released through this Agreement, but the parties intend that it be construed as
broadly as lawfully possible. In addition, the parties acknowledge that this Agreement is not intended to (a)
prevent Employee from filing a charge or complaint including a challenge to the validity of this Agreement,
with the Equal Employment Opportunity Commission (EEOC); (b) prevent Employee from participating in any
investigation or proceeding conducted by the EEOC; or (c) establish a condition precedent or other barrier to
exercising these rights. While Employee has the right to participate in an investigation, he/she understands that
he/she is waiving his/her right to any monetary recovery arising from any investigation or pursuit of claim on
his/her behalf. Furthermore, Employee acknowledges that he/she has the right to file a charge alleging a
violation of the ADEA with any administrative agency and/or to challenge the validity of the waiver and release
of any claim that he/she might have under the ADEA without either: (a) repaying the amounts paid by the
University to him/her or on his/her behalf under this Agreement; or (b) paying to any entity any other monetary
amounts (such as attorney's fees and/or damages).

3.04 Exclusively as this Agreement pertains to Employee’s release of claims under the Age Discrimination in
Employment Act (ADEA), Employee, pursuant to and in compliance with rights afforded him/her under the
Older Workers Benefit Protection Act (OWBPA): (i) is advised to consult with his/her attorney prior to
executing this Agreement; (ii) is afforded a period of forty five (45) days within which to consider this
Agreement; and (iii) is afforded, for a period of seven (7) days following execution of the Agreement, the right
to revoke the waiver of claims under the ADEA, provided that if he/she exercises that right, University shall
have seven (7) days to revoke the remainder of this Agreement. To the extent Employee executes this
Agreement prior to the expiration of the forty five (45) calendar day period in (ii) above, Employee
acknowledges and agrees that he/she was afforded the opportunity to have a period of at least forty five (45)
calendar days to consider it before executing it and that his/her execution of this Agreement prior to the
expiration was a free and voluntary act.

3.05 Employee’s knowing and voluntary execution of this Agreement is an express acknowledgement and agreement
that he/she had the opportunity to review this Agreement with his/her attorney and that he/she agrees this
Agreement is written in a manner that enables him/her to fully understand its content and meaning.
3.06 This Agreement, as it pertains to a release of claims under the ADEA, shall become effective and enforceable seven (7) days after its execution. All other provisions of this Agreement or parts thereof shall become effective and enforceable upon execution. ANY REVOCATION MUST BE SENT VIA CERTIFIED U.S. MAIL, ADDRESSED TO:

Mary Frances McCourt, Treasurer
Indiana University
Bryan Hall 114
Bloomington, Indiana 47405

WITH COPY TO: Daniel Rives
Associate Vice President, University Human Resource Services
Indiana University
Poplars 165
Bloomington, Indiana 47405

AND POST-MARKED NO LATER THAN ON THE 8TH DAY FOLLOWING THE DATE OF EMPLOYEE'S EXECUTION OF THIS AGREEMENT.

3.07 Employee agrees that University may deduct and withhold from payment(s) to be made to Employee under this Agreement amounts required to be withheld by state and federal law for income taxes, social security, and other payroll taxes, as determined in good faith by University.

3.08 Employee may bring a complaint or legal action against University for the sole purpose of enforcing rights under this Agreement.

3.09 Employee acknowledges that, as required by the ADEA and the OWBPA, University has provided him/her with adequate notice of (accessible through the website hr.iu.edu/erp or copy upon request from the University Human Resources office):
(i) the eligibility criteria for participation in the Plan, the categories of employees covered by the Plan, and the time limits applicable for electing to participate in the Plan;
(ii) the job title and age of all employees eligible for the Plan; and
(iii) the job title and age of all full-time employees who are not eligible for the Plan, who are in the same job title as eligible employees.

4. Agreements of University

4.01 In consideration of Employee’s resignation and surrender of all rights and in consideration of Employee's other promises set forth in this Agreement, University will pay Employee a lump sum payment and other benefits in accordance with the terms of the Plan.

4.02 Accompanying the check for the lump sum payment and any other taxable payments remitted under Section 4.01 will be an appropriate notation showing all amounts withheld for taxes and other deductions as required by law.

5. Agreements of Both Parties

5.01 If either party experiences any unforeseen difficulties or questions concerning this Agreement, such party shall seek to resolve such issues expeditiously and informally, if reasonably possible. If notice to University is required, it shall be given to:
Daniel Rives
Associate Vice President, University Human Resource Services
Indiana University
Poplars 165
Bloomington, Indiana 47405
If notice to Employee is required, it shall be given to Employee at the address set forth below.

5.02 This Agreement is the entire and only agreement on this subject between Employee and University and all prior letters, oral statements, and other communications are merged into and replaced by this Agreement.

5.03 This Agreement is between University and Employee only and not for the benefit of any other party, except the executor or other legal representative of Employee may enforce this Agreement in the event of death or legal disability of Employee.

5.04 This Agreement may be executed in several counterparts, including fax and pdf counterparts, each of which and all together shall be but one Agreement.

5.05 If the University fails to make the payment or provide the benefit to Employee on the due date(s) as set forth in the Plan and such failure is the fault of University and continues for thirty (30) days after written notice of default is served on the University by Employee, the University will pay all of Employee’s reasonable attorney’s fees, costs and necessary disbursements in addition to all other available relief related to the enforcement of this Agreement. Furthermore, if any legal action or other proceeding is brought to enforce this Agreement, the non-breaching party will be entitled to recover from the breaching party its reasonable attorneys' fees, costs and necessary disbursements incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. In addition, in the event Employee violates this Agreement by suing any person or entity released herein for any claim released herein (other than one under the ADEA or the OWBPA), Employee will promptly reimburse University all amounts paid by it to him/her and on his/her behalf under this Agreement (less One Dollar ($1.00)), plus legal interest, and University shall be entitled to collect same through legal process or otherwise from Employee and it shall be relieved of any obligation to Employee under this Agreement. As to any actions, claims, or charges that would not be released because of the revocation, invalidity, or unenforceability of this Agreement (other than one under the ADEA or the OWBPA), Employee understands that the return of the amounts paid to him/her and on his/her behalf under this Agreement (less One Dollar ($1.00)), with legal interest, is a prerequisite to asserting or bringing any such claims, charges, or actions.

5.06 The person who signs on behalf of University represents and warrants that he/she has been duly empowered to execute and deliver this Agreement as the act of University.

5.07 The provisions of this Agreement are severable and, if any part is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

5.08 This Agreement shall be governed by, and constructed pursuant to, the laws of the State of Indiana, and any litigation arising out of this Agreement shall be venued in Monroe County, Indiana.

IN WITNESS WHEREOF, the parties have entered this Agreement and executed their signatures intending each to be bound thereby,

THE TRUSTEES OF INDIANA UNIVERSITY

By: ________________________________
    MaryFrances McCourt, Treasurer

EMPLOYEE

NAME

Date: ________________________________

Address: ________________________________