



# **Youngstown State University**

## **2022 Voluntary Separation or Retirement Program (VSRP)**

Information Packet for Eligible Faculty

### **Your 2022 Voluntary Separation or Retirement Program Checklist**

- ✓ Read the VSRP Information Packet.
- ✓ Discuss the VSRP with your family, attorney, union, 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 2022 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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<b>VSRP Application Form</b> <i><b>Complete and return by 5:00 pm EST on October 3, 2022</b></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 as of the Separation Date indicated in this Information Packet.	Appendix A
<b>VSRP Beneficiary Form</b> <i><b>Complete and return by 5:00 pm EST on October 3, 2022.</b></i> 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 form 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 by October 7, 2022. <i><b>You must Sign and return the Release and Waiver Agreement by 5:00 p.m. EST on November 21, 2022 in order to receive any payments under the VSRP.</b></i> You will be required to sign a similar agreement in 2023 in order to receive all benefits under the VSRP.	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. This Notice will be updated when the University provides you with an updated Release and Waiver Agreement.	Appendix D

***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 and receive benefits in 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 two Release and Waiver Agreements. 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 Agreements 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(s) or later revoke the Release and Waiver Agreement(s).**

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.**

- September 13** 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 September 13.
- October 3** All eligible 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 October 3, 2022. If you do not submit the VSRP Application Form by that date and time, you will not be eligible to participate in the VSRP.
- October 7** The University will notify all VSRP applicants via their YSU-issued emails if their application to participate has been approved or denied by October 7, 2022. The University will make this determination in its sole discretion based on the instructional and academic needs of the University. The University will also provide approved VSRP applicants with a first Release and Waiver Agreement on October 7, 2022.
- November 21** You must **sign** and **submit** the first Release and Waiver Agreement no later than 5:00 p.m. EST on November 21, 2022. You may sign and submit the Release and Waiver Agreement earlier if you choose to do so. If you do not sign and submit this Release and Waiver Agreement by November 21, 2022, you will not be eligible to receive any payments under the VSRP.
- May 22, 2023** For faculty who have not committed to teaching during the 2023 Summer Semesters, this will be your retirement or separation date from the University if the University approves your application to participate in the VSRP. You must **sign** and **submit** the second Release and Waiver Agreement by the required deadline. The University will provide you with this second Release and Waiver Agreement in the spring.
- Throughout the Information Packet, this group is referred to as “Spring Faculty.”
- July 3, 2023** For faculty who have committed to teaching during the 2023 Summer 1 Semester (but not the Summer 2 Semester), this will be your retirement or separation date from the University if the University approves your application to participate in the VSRP. You must **sign** and **submit** the second Release and Waiver Agreement by the required deadline. The University will provide you with this second Release and Waiver Agreement in the spring.

Throughout the Information Packet, this group is referred to as “Summer 1 Faculty.”

**August 21,  
2023**

For faculty who (1) have committed to teaching the full-term 2023 Summer Semester, or (2) have committed to teaching just the 2023 Summer 2 Semester, this will be your retirement or separation date from the University if the University approves your application to participate in the VSRP. You must **sign** and **submit** the second Release and Waiver Agreement by the required deadline. The University will provide you with this second Release and Waiver Agreement in the spring or summer.

Throughout the Information Packet, this group is referred to as “Summer 2 and Full-Term Summer Faculty.”

## Eligibility

Unless you fall into one of the categories of individuals excluded from participating in the VSRP (below), you are eligible to apply for the VSRP if 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). If you are included in the Scope of Unit described in Article 2, you are eligible to apply for the VSRP even if you do not pay union dues. Determination of eligibility shall be made by the University in its sole discretion.

### 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.

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 September 13, 2022; (9) any employee who has received notice of separation from service prior to September 13, 2022, 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 September 13, 2022; (11) any employee who has previously agreed to participate in a similar program sponsored by the University; or (12) any employee previously accepted for retirement or separation from the University prior to September 13, 2022.

***You must make a decision to submit an Application Form for consideration in the VSRP on or before October 3, 2022. 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 sign two Release and Waiver Agreements. You will sign the first Release and Waiver Agreement by November 21, 2022. The University will pay you \$1,000 following your submission and non-revocation of that signed Release and Waiver Agreement. The University will provide you with another Release and Waiver Agreement in the spring. You must sign and submit that Release and Waiver Agreement after your Separation Date and before the required deadline in order to receive your separation payment under the VSRP.
- 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 2023 Summer Semester.

You are a Summer 1 Faculty member if you have committed to teaching at the University for the 2023 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 2023 Summer Semester; or (2) you have committed to teaching at the University for the 2023 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. Your completed VSRP Application Form and the Release and Waiver Agreement must be submitted to The Office of Human Resources, c/o Cynthia A. Kravitz. You can submit your completed VSRP Application Form and the Release and Waiver Agreements by either hand delivery to the Office of Human Resources at Tod Hall Third Floor Room 359 or e-mail to [FacultyVSRP@ysu.edu](mailto:FacultyVSRP@ysu.edu).

Document	Deadline
VSRP Application Form	<p><u>All</u> Eligible Faculty Members:</p> <p>Must be submitted between September 13, 2022 and 5:00 p.m. EST on October 3, 2022.</p> <p>If you submit an 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 days after you submitted your VSRP Application Form; or (2) 5:00 p.m. EST on October 3, 2022. 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>
First Release and Waiver Agreement	<p>Signed first Release and Waiver Agreement must be submitted by 5:00 p.m. EST on November 21, 2022. If you do not sign and submit by November 21, 2022, you will not receive any payments under the VSRP.</p> <p>A form of the Release and Waiver Agreement you will have to sign is included in this Information Packet as Exhibit C.</p>
Beneficiary Form	<p><u>All</u> Eligible Faculty Members:</p> <p>This form is optional but highly recommended. Please submit by 5:00 p.m. EST on October 3, 2022.</p>

If you fail to properly complete and submit the VSRP Application Form or the Release and Waiver Agreements as described in this Information Packet, 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.

## Release and Waiver Agreements

You will have to sign two different Release and Waiver Agreements 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 first Release and Waiver Agreement by October 7, 2022. You will have until November 21, 2022 to sign that first Release and Waiver Agreement. The University will provide you with a \$1,000 payment for signing and not revoking the first Release and Waiver Agreement. You will receive that \$1,000 payment by December 31, 2022.

You will also have to sign a second Release and Waiver Agreement after your Separation Date. The University will provide you with this second Release and Waiver Agreement next year. You must sign that second Release and Waiver Agreement as follows:

- Spring Faculty: Between May 23, 2023 and May 26, 2023.
- Summer 1 Faculty: Between July 4, 2023 and July 7, 2023.
- Summer 2 and Full-Term Summer Faculty: Between August 22, 2023 and August 25, 2023.

You must sign and not revoke this second Release and Waiver Agreement in order to receive the Separation Payment.

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

### 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 do it by the **earlier** of the following dates:

- 3 days after you submitted (and the University received) your VSRP Application Form; or
- 5:00 p.m. EST on October 3, 2022.

For example, if you properly submit your VSRP Application Form on September 20, 2022, you will have until September 23, 2022 to rescind your VSRP Application Form. If you properly submit your VSRP Application Form on October 2, 2022, you will have until 5:00 p.m. EST on October 3, 2022 to rescind your VSRP Application Form.

If you decide to rescind your VSRP Application Form, you must contact Cynthia A. Kravitz, Associate Vice President of Human Resources, in writing, at [FacultyVSRP@ysu.edu](mailto: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 one or both of your Release and Waiver Agreements, or you revoke one or both of your Release and Waiver Agreements, 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.**

You will have seven (7) calendar days after you submit the Release and Waiver Agreements to revoke your Release and Waiver Agreements. **If you decide to revoke a Release and Waiver Agreement, you must contact Cynthia A. Kravitz, Associate Vice President of Human Resources, in writing, at [FacultyVSRP@ysu.edu](mailto:FacultyVSRP@ysu.edu) to revoke your Release and Waiver Agreement within the seven calendar day period. If you revoke a 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 faculty members who apply to the VSRP via their University-issued email of its determination by October 7, 2022.

If you apply to participate in the VSRP, the University denies your application, and you subsequently receive a notice of retrenchment in 2022, you may request that the University's denial of your application be converted to an acceptance. Such request must be made within fifteen (15) days of receipt of your notice of retrenchment by contacting Cynthia A. Kravitz, Associate Vice President of Human Resources, in writing, at [FacultyVSRP@ysu.edu](mailto:FacultyVSRP@ysu.edu). Under these circumstances, your request will not be denied by the University and you will be subject to all of the applicable terms and conditions of the VSRP, including having to sign two Release and Waiver Agreements 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 22, 2023
Summer 1 Faculty	July 3, 2023
Summer 2 and Full-Term Summer Faculty	August 21, 2023

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 attorney, 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 2022-2023 9-month base rate of pay, up to and not exceeding \$100,000. The minimum cash benefit will be \$45,000. 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 or any other award, supplemental pay or banked workload or any other similar payment not included in your normal base rate of pay.

You will receive the first \$1,000 of the Separation Payment after your sign and do not revoke the first Release and Waiver Agreement. You will receive the rest of the Separation Payment after your sign and do not revoke the second Release and Waiver Agreement. This remaining portion of the Separation Payment will be paid in two equal installments. The University will pay 50% of the remaining Separation Payment within 60 days of your Separation Date. The University will pay the other 50% of the Separation Payment to you by March 15, 2024.



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.

Example: Your 2022-2023 9-month base rate of pay is \$80,000. This means that your Separation Payment would equal \$64,000 (80% of \$80,000). You will receive \$1,000 of this Separation Payment after you sign the first Release and Waiver Agreement. You will receive the remaining \$63,000 after you sign the second Release and Waiver Agreement. The University will pay you \$31,500 within 60 days of your Separation Date. The University will pay you the remaining \$31,500 by March 15, 2024.

## 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, 2023.
- Summer 1 Faculty: July 31, 2023.
- Summer 2 and Full-Term Summer Faculty: August 31, 2023.

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, 2023.
- Summer 1 Faculty: August 1, 2023.
- Summer 2 and Full-Term Summer Faculty: September 1, 2023.

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 September 2022, 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 or as a part-time or adjunct faculty member. These discussions and decisions will be held at the department/college level and will require University approval. The decision to re-hire any employee is at the sole discretion of the University.

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

No. The University will determine your Separation Date. In order to receive VSRP benefits, you must be continuously employed by the University and 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 \$1,000 in 2022 after you sign the first Release and Waiver Agreement. You will receive the remainder of the Separation Payment after you sign the second Release and Waiver Agreement. The remaining portion of the Separation Payment will be paid in two installments: 50% will be paid within 60 days of your Separation Date, and 50% will be paid by March 15, 2024.

**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.

Any payment to your Beneficiary is contingent on your/your estate's execution of both Release and Waiver Agreements. If you die before executing both Release and Waiver Agreements, your Beneficiary may not be eligible for any benefits under the VSRP unless the Release and Waiver Agreement(s) is timely signed by your Beneficiary and/or the Trustee for your estate.

**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 2022 annual limit for each plan is \$20,500. Individuals over age 50 may contribute an additional \$6,500 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 2022-2023 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, 2023. For Summer 1 Faculty, your coverage will end on July 31, 2023. For Summer 2 and Full-Term Summer Faculty, your coverage will end on August 31, 2023. 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. 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 or until you reach age 65, whichever comes first.

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 October 3, 2022 to submit your VSRP Application Form. The University will notify you on whether your application has been approved or denied by October 7, 2022.

### **20. 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 two Release and Waiver Agreements.

The University will provide you with the first Release and Waiver Agreement on or before October 7, 2022. You must sign and submit the first Release and Waiver Agreement by November 21, 2022.

The University will provide you with another Release and Waiver Agreement in the spring. You must sign and submit that second Release and Waiver Agreement by the required deadline.

## 21. 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 days after you submitted (and the University received) your VSRP Application Form; or
- 5:00 p.m. EST on October 3, 2022.

If you decide to rescind your VSRP Application Form, you must contact Cynthia A. Kravitz, Associate Vice President of Human Resources, in writing, at [FacultyVSRP@ysu.edu](mailto: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.

If the University approved your application for the VSRP, you must sign and submit two Release and Waiver Agreements (the first by November 21, 2022; the second after your Separation Date and by the required deadline). Once you sign and submit a Release and Waiver Agreement, you will have seven calendar days, after you submit the Release and Waiver Agreement, to revoke that Release and Waiver Agreement. **If you decide to revoke a Release and Waiver Agreement, you must contact Cynthia A. Kravitz, Associate Vice President of Human Resources, in writing, at [FacultyVSRP@ysu.edu](mailto:FacultyVSRP@ysu.edu) to revoke that Release and Waiver Agreement within that seven (7) calendar day period.** If you choose to revoke a 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.

**Example:** You decide you want to be considered for participation in the VSRP. You sign and submit your VSRP Application Form by the October 3, 2022 deadline. The University subsequently approves your application and notifies you of that approval by October 7, 2022. The University also provides you with a first Release and Waiver Agreement on that date. Your participation in the VSRP is contingent upon your completion and submission of the Release and Waiver Agreement. You sign and submit your Release and Waiver Agreement on October 31, 2022. You subsequently change your mind. You must notify the University in writing of your revocation by November 7, 2022.

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 a Release and Waiver Agreement, or you revoke a 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 Agreements.

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

You can reach out to Cynthia A. Kravitz, Associate Vice President of Human Resources, at [FacultyVSRP@ysu.edu](mailto:FacultyVSRP@ysu.edu).

## Appendix A:

### VSRP Application Form

	<input type="checkbox"/> I apply to participate in the 2022 Voluntary Separation or Retirement Program.		
	Please check one:		
	<input type="checkbox"/> I intend to separate from active service.		
	<input type="checkbox"/> I intend to retire from active service.		
<p>Note that separation of service occurs when you cease employment with the University. In order to be considered a "retiree", you must leave YSU employment and begin receiving retirement benefits or meet the eligibility requirements under the State of Ohio Teacher Retirement System. <b>It is your responsibility to verify retirement eligibility. If you elect to participate in VSRP as a retiree and are not eligible to retire you will be defaulted to a separation.</b></p>			
By signing below, I acknowledge that:			
<ul style="list-style-type: none"><li>▪ I have read all the information provided to me concerning The Youngstown State University 2022 Voluntary Separation or Retirement Program (VSRP).</li><li>▪ I had the opportunity to discuss the VSRP with a University representative and was encouraged to seek individual legal and/or financial advice about the VSRP as needed to help me make an informed decision about ACCEPTING or DECLINING the VSRP.</li><li>▪ I understand that in addition to signing this VSRP Application Form, I must also properly sign and not revoke the Release and Waiver Agreements to receive the benefits under the VSRP.</li><li>▪ I understand I must submit this VSRP Application Form by 5:00 p.m. EST on October 3, 2022.</li><li>▪ I understand that even if I submit a VSRP Application, participation in the VSRP is subject to University approval based on current academic and instructional needs.</li><li>▪ I understand that I must be continuously employed by the University and continue to fulfill all duties and expectations of my employment during the time period between the date I apply to participate in the VSRP and my Separation Date.</li><li>▪ I understand that the VSRP and/or the University's decision-making process shall in no way be subject to any grievance procedure, arbitration or Article 12 claim whether filed by myself or by the YSU-OEA, except for a grievance to enforce the terms of the VSRP in accordance with MOU 2022.03.</li><li>▪ I acknowledge that if I am approved for the VSRP, I will forfeit my tenure rights.</li><li>▪ I freely, knowingly and voluntarily ACCEPT the VSRP and sign this form.</li><li>▪ My signature below indicates my complete understanding and agreement with the terms of the VSRP.</li></ul>			
Name of Participant:			
Signature of Participant:			
Employee ID:		Date:	

**Remember:** If you do not complete this VSRP Application Form and return it to The Office of Human Resources c/o Cynthia A. Kravitz, at Tod Hall Third Floor Room 359 or e-mail to FacultyVSRP@ysu.edu by 5:00 p.m. EST on October 3, 2022, you will be deemed to have DECLINED the VSRP.

Received in HR on \_\_\_\_\_ by HR Representative \_\_\_\_\_  
(Date) (Signature)

## Appendix B:

### Youngstown State University 2022 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 2022 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 Cynthia A. Kravitz, by November 21, 2022; 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 Cynthia A. Kravitz, within seven (7) 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 a \$1,000 payment under the Program. I also will still be eligible to receive the remainder of my Separation Payment, which will be paid to me following my execution of a similar agreement after my "Separation Date" (as defined below) and by any required deadline. The Program and any benefits are more fully described in the VSRP Application Form and the packet of materials provided to me. I understand that I must be an active employee with the University on my Separation Date to receive full benefits under the Program. As an active employee I must be continuously employed by the University from the date I elect to participate in the Program until my Separation Date. Further, 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 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 of 1866; 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 up through the date I sign the Agreement, whether filed by myself or by the YSU-OEA on my behalf, except for a grievance to enforce the VSRP in accordance with MOU 2022.03.

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) 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 2022 VOLUNTARY SEPARATION OR RETIREMENT PROGRAM**

##### **DISCLOSURE OF ELIGIBLE AND INELIGIBLE FACULTY**

The following information about the Youngstown State University 2022 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.

Unless excluded below, the Program is available to bargaining unit members 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, whether a dues paying member or not.

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 September 13, 2022; (9) any employee who has received notice of separation from service prior to September 13, 2022, 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 September 13, 2022; (11) any employee who has previously agreed to participate in a similar program sponsored by the University; or (12) any employee previously accepted for retirement or separation from the University prior to September 13, 2022.

In order to receive any benefits under the Program, you must sign and submit the VSRP Application Form and 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 September 13, 2022, shows the ages and job titles of employees who are eligible for the Program. When the University provides you with a first Release and Waiver Agreement on October 7, 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 who were not selected for the Program. This information is being provided regarding all employees in Program-eligible positions.

## **Youngstown State University 2022 Voluntary Separation or Retirement Program (VSRP)**

Below is a list of job groups and ages of faculty who are eligible for the VSRP. Unless excluded below, the VSRP is available to bargaining unit members 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, whether a dues paying member or not.

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 September 13, 2022; (9) any employee who has received notice of separation from service prior to September 13, 2022, 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 September 13, 2022; (11) any employee who has previously agreed to participate in a similar program sponsored by the University; or (12) any employee previously accepted for retirement or separation from the University prior to September 13, 2022.

<b>Age Discrimination in Employment Active Notice</b>				
<b>Job Group</b>	<b>Age</b>	<b>Age of Applicants</b>	<b>Age of Applicants Selected</b>	<b>Age of Applicants Not Selected</b>
Assistant Professor	29,31,32,32,32,36,36,36,36,36,36,37,37,38,38,39,39,39,40,40,40,41,41,41,41,41,42,42,43,43,44,44,45,45,45,45,46,47,47,47,48,51,51,52,58,59,60,63,66,67,68,70,71,82			
Associate Professor	35,36,38,38,38,38,39,39,40,40,40,40,40,40,41,41,41,41,41,41,42,43,43,44,44,44,45,45,45,46,46,47,47,47,47,48,48,48,48,48,48,49,49,49,49,49,50,50,51,51,51,52,52,52,53,53,53,53,53,54,54,54,54,54,55,56,56,57,57,59,59,59,60,60,60,61,61,61,62,63,63,64,64,64,65,67,73			
Professor	38,42,42,43,44,45,45,46,46,46,46,46,46,47,47,47,47,47,47,48,48,48,48,48,49,50,50,50,50,50,50,51,51,51,51,51,52,52,53,53,53,54,54,55,55,55,55,55,56,56,57,57,57,57,57,57,58,58,58,58,58,58,58,58,59,59,59,59,59,60,60,60,61,61,61,62,62,62,62,62,62,63,63,63,63,63,64,64,64,64,64,65,65,66,66,66,67,67,67,67,68,68,69,69,69,70,71,72,74,76,76			