

IDAHO STATE UNIVERSITY
FY2027 EARLY RETIREMENT INCENTIVE PROGRAM
AGREEMENT AND RELEASE

This FY2027 Early Retirement Incentive Program Retirement Incentive Agreement and Release ("Agreement") is entered into by and between [EMPLOYEE NAME] ("Employee") and Idaho State University ("University"), on behalf of itself, the Idaho State Board of Education, and the State of Idaho.

RECITALS

WHEREAS, the University has established a voluntary Early Retirement Incentive Program for fiscal year 2027 ("ERIP"), authorized under Idaho House Appropriations Bill 876 (2026), to provide a financial incentive payment to eligible employees who elect to fully retire;

WHEREAS, Employee's current hire date is [HIRE DATE], Employee is currently employed by the University as [JOB TITLE] in the [DEPARTMENT], and Employee meets the eligibility requirements to participate in the ERIP;

WHEREAS, participation in the ERIP is strictly voluntary, and Employee desires to voluntarily participate in the ERIP, to resign and fully retire from employment with the University, and to accept the incentive and other consideration described in this Agreement;

WHEREAS, the University has advised Employee to consult with an attorney and/or other advisors of Employee's choosing before signing this Agreement, and Employee has had an opportunity to do so;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, Employee and University agree as follows:

1.0 RESIGNATION, RETIREMENT, AND ACCEPTANCE

1.1 Employee hereby submits, and the University hereby accepts, Employee's resignation and notice of intent to fully retire from all employment with the University, effective June 5, 2027 for staff, or the end of the FY2027 contract period for faculty (the "Separation Date"). Employee understands and agrees that the Separation Date is Employee's final day of employment and cannot be extended.

1.2 Employee affirms that Employee's decision to participate in the ERIP and to resign and retire is knowing, voluntary, and free of coercion, and that the University has not threatened Employee or conditioned Employee's continued employment on participation in the ERIP.

1.3 Employee agrees to diligently and conscientiously perform Employee's regular job duties in good faith, and to comply with all University policies and procedures and expectations for performance, attendance, and professional conduct, up to and including the Separation Date. Employee understands and agrees that this Agreement does not otherwise alter the nature or terms of Employee's employment relationship with the University and is not a promise of continued employment, and that until the Separation Date all applicable policies of the Idaho State Board of Education and the University shall continue to apply to Employee's employment unless otherwise agreed in this Agreement.

1.4 Employee agrees that on or before the Separation Date, Employee will (a) return to the University all University property, including without limitation keys, identification, files, records, computer access codes, computer programs, computers, equipment, materials, and supplies, (b) work with their supervisor to transfer ownership of all shared files and electronic materials and data to another appropriate employee, and (c) remove all personal property from University premises and vacate Employee's office and workspace.

1.5 University agrees that Employee's separation from employment under this Agreement shall be considered a voluntary resignation and retirement for all purposes.

1.6 Employee acknowledges and agrees that, as a condition of participation in the ERIP, Employee is ineligible for re-employment or hire with the University, whether directly or indirectly (including on a contract, consulting, temporary, or agency basis), prior to the end of fiscal year 2029 (June 30, 2029), except that commencing with fiscal year 2029 (July 1, 2028), Employee is eligible for employment or hire in a non-benefits eligible position.

2.0 INCENTIVE PAYMENT AND BENEFITS

2.1 Through the Separation Date, or until an earlier date of separation due to death, resignation, or involuntary termination effected in compliance with University policy, University shall continue to pay Employee at Employee's current rate of pay and to provide health and other benefits under the University's then-current plans and policies. Employee acknowledges that Employee will not receive a salary increase after the date of this Agreement.

2.2 As consideration for this Agreement, and provided that this Agreement becomes effective and Employee remains employed through the Separation Date, University shall pay Employee a one-time, lump-sum incentive payment equal to fifty percent (50%) of Employee's base salary, calculated using Employee's base salary as of the application date ($[\text{BASE SALARY}] \times 50\% = [\text{INCENTIVE AMOUNT}]$) (the "Retirement Incentive"). For purposes of this Agreement, base salary excludes overload pay, overtime and compensatory time, temporary or interim responsibility salary increases, administrative stipends, and any other supplemental pay.

2.3 The Retirement Incentive will be paid on Employee's final paycheck following the standard payroll schedule. The Retirement Incentive is subject to all applicable federal and state payroll taxes. No standard retirement benefit deductions or matching contributions (ORP or PERSI) will be applied to the Retirement Incentive. At Employee's request, a portion or all of the Retirement Incentive may be directed into a supplemental tax-deferred retirement account (401(k), 403(b), or 457(b)), subject to applicable IRS contribution limits, provided that Employee submits the required request form to Human Resources no later than eleven (11) calendar days prior to Employee's final pay date.

2.4 Employee's accrued, unused leave balances will be paid out or handled on Employee's final paycheck in accordance with University policy, including ISUPP 3070 and ISUPP 3150, as follows: (a) all accrued, unused vacation leave will be paid out at Employee's standard base rate of pay, provided that Employee may instead elect in coordination with Human Resources to use earned vacation leave up to the Separation Date ("Vacation Out"), ending no later than the Separation Date; (b) accrued, unused compensatory time will be paid out at Employee's regular rate of pay (classified staff only); and (c) sick leave will not be paid out, but a portion of unused sick leave may be converted to a monetary credit toward ongoing retiree medical insurance premiums, subject to applicable statutory service caps.

2.5 Employee's health coverage will continue through the State of Idaho Office of Group Insurance in accordance with its guidelines and Employee's employment contract, as follows: (a) for 12-month staff retiring effective June 5, 2027, coverage continues through June 30, 2027; (b) for 9-, 10-, and 11-month faculty retiring at the conclusion of the FY2027 contract period, coverage continues through August 31, 2027; and (c) for 12-month faculty retiring effective June 19, 2027, coverage continues through July 31, 2027.

2.6 This Agreement shall not replace or modify the terms of any vested or post-separation retirement benefits (including PERSI or ORP benefits) to which Employee is or may be entitled based on Employee's status as of the Separation Date. Employee shall be entitled to any such post-separation benefits under the same terms and conditions as other separated employees of similar status, without regard to Employee's participation in the ERIP.

2.7 Employee shall be solely responsible for all taxes that may be due from Employee on the Retirement Incentive and other payments under this Agreement, and Employee agrees to hold the University harmless from any liability, interest, or penalty thereon. The University makes no representation regarding the tax treatment of any payment under this Agreement.

2.8 Employee acknowledges and agrees that the University's obligation to pay the Retirement Incentive shall be null and void, and of no further effect, if Employee's employment with the University ends before the Separation Date for any reason, including death, resignation for any reason, or an involuntary termination effected in accordance with University policy.

3.0 RELEASE OF CLAIMS AND COVENANT NOT TO SUE

3.1 As a material inducement for the University to enter into this Agreement, Employee, on behalf of Employee and Employee's heirs, executors, administrators, attorneys, representatives, successors, and assigns, hereby irrevocably and unconditionally waives, releases, acquits, and forever discharges the State of Idaho, the Idaho State Board of Education, and the University, and each of their respective current and former officers, agents, employees, representatives, and students, and all persons acting by, through, under, or in concert with any of them (collectively, the "Releasees"), from any and all complaints, claims, demands, damages, actions, causes of action, suits, rights, costs, losses, debts, and expenses (including attorneys' fees and costs), of any nature whatsoever, whether known or unknown ("Employee Claims"), which Employee now has, has ever had, or claims to have against the Releasees arising out of or relating to Employee's employment with the University or the separation from that employment, up to and including the date Employee signs this Agreement.

This release specifically includes, but is not limited to, the following Employee Claims:

- (1) Any and all "wrongful discharge" or "constructive discharge" claims;
- (2) Any and all claims relating to any contract of employment, express or implied, or breach of the covenant of good faith and fair dealing, express or implied;
- (3) Any and all tort claims of any nature, including but not limited to claims for defamation, misrepresentation, fraud, negligent or intentional infliction of emotional distress, invasion of privacy, or negligence;
- (4) Any and all claims for wages, severance pay, bonuses, unpaid leave, or attorneys' fees and costs; and
- (5) Any and all claims under any federal, state, or municipal statute, ordinance, regulation, or common law, including but not limited to the Idaho Human Rights Act; the Idaho State Constitution; the Idaho Protection of Public Employees Act; the United States Constitution; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Equal Pay Act; 42 U.S.C. § 1981; the Age Discrimination in Employment Act; the Older Workers Benefit Protection Act; the Pregnancy Discrimination Act; the Americans with Disabilities Act; the Genetic Information Nondiscrimination Act; the federal Rehabilitation Act of 1973; the Fair Labor Standards Act; the federal Family and Medical Leave Act; and any other federal, state, or local law relating to employment or employment discrimination.

3.2 Notwithstanding the foregoing, this release does not waive (a) any claim that by law cannot be waived; (b) any claim to vested retirement or other benefits to which Employee is entitled as of the Separation Date; (c) any claim to enforce the terms of this Agreement; or (d) with respect to the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act ("OWBPA"), any claim that arises after the date Employee signs this Agreement.

3.3 In consideration of the terms of this Agreement, Employee covenants and agrees that Employee will not file, commence, or prosecute, or permit to be filed on Employee's behalf, any action, charge, or claim against any Releasee based on any Employee Claim released in this Agreement. Employee further agrees that upon the Separation Date, Employee waives all rights to use any internal grievance or appeal procedure offered by the University with respect to any matter arising out of or relating to Employee's employment.

3.4 Nothing in this Agreement prohibits or prevents Employee from filing a charge with, or cooperating or participating in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission ("EEOC") or any other federal, state, or local agency. However, by signing this Agreement, Employee waives any right to recover monetary or other individual relief in connection with any such charge, investigation, or proceeding.

3.5 For the purpose of implementing a full and complete release, Employee expressly acknowledges that this Agreement is intended to include, and does include, all Employee Claims that Employee does not now know or suspect to exist in Employee's favor at the time of signing, and that this Agreement contemplates the extinguishment of all such Employee Claims, except as expressly set forth in this Agreement.

3.6 This Agreement is not, and shall not be construed as, an admission by the University or any Releasee of any wrongdoing or of any violation of any federal, state, or local law.

4.0 WAIVER OF ADEA CLAIMS; CONSIDERATION AND REVOCATION PERIODS

4.1 Employee understands that this Agreement includes a knowing and voluntary waiver of any and all rights and claims Employee may have under the ADEA and the OWBPA arising up to and including the date Employee signs this Agreement. **By signing this Agreement, Employee acknowledges that the University has advised Employee in writing to consult with an attorney of Employee's choosing before signing this Agreement.**

4.2 Employee acknowledges that Employee has been given a period of at least forty-five (45) days from the date this Agreement was provided to Employee to consider and accept the terms of this Agreement. Employee may accept this Agreement before the end of the 45-day period, in which case Employee acknowledges that Employee has done so knowingly and voluntarily. To accept this Agreement, Employee must sign and return it to Human Resources no later than March 18, 2027; if the signed Agreement is not returned by that deadline, the offer will expire.

4.3 Employee further understands that Employee has a period of seven (7) calendar days after signing this Agreement within which to revoke it, by delivering written notice of revocation via email to Human Resources (hr@isu.edu) within that seven-day period. This Agreement shall not become effective or enforceable until the seven-day revocation period has expired without revocation (the "Effective Date"). If Employee revokes this Agreement, it shall be null and void and the University shall have no obligation to pay the Retirement Incentive.

4.4 Employee acknowledges that, in connection with the ERIP, the University has provided Employee with the written disclosure attached as Exhibit A, setting forth the class, unit, or group of individuals covered by the program, the eligibility factors for the program, the applicable time limits, and the job titles and ages of all individuals eligible or selected and not selected for the program, as required by the OWBPA, 29 U.S.C. § 626(f)(1)(H).

5.0 REPRESENTATIONS AND GENERAL PROVISIONS

5.1 Employee represents and warrants that Employee (a) has the authority to enter into this Agreement; (b) has read and fully understands all provisions and effects of this Agreement; (c) is entering into this Agreement voluntarily and without coercion; (d) has not assigned or transferred any released claim to any third party; and (e) has not relied on any representation or statement by the University other than those expressly contained in this Agreement.

5.2 This Agreement shall be binding upon and inure to the benefit of Employee and Employee's heirs, executors, administrators, representatives, successors, and assigns, and the University and the other Releasees and their respective successors and assigns.

5.3 This Agreement shall in all respects be governed by and construed under the laws of the State of Idaho, without regard to its conflict-of-laws principles. Any action seeking interpretation or enforcement of this Agreement shall be commenced in the courts of the State of Idaho located in Bannock County, Idaho, and each party consents to the personal jurisdiction of those courts.

5.4 This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to its subject matter. This Agreement may not be modified except in a writing signed by both parties.

5.5 If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining term and provision shall be valid and enforceable to the fullest extent permitted by law. If any provision is capable of two constructions, one of which would render it valid, that construction shall be applied.

5.6 No covenant, term, or condition, or the breach thereof, shall be deemed waived except by written consent of the party against whom the waiver is claimed, and the waiver of any breach shall not be deemed a waiver of any other covenant, term, or condition.

5.7 This Agreement may be signed in counterparts, each of which shall be deemed an original, and electronic, scanned, or facsimile signatures shall be deemed originals.

5.8 Any notice or written communication required under this Agreement shall be in writing and delivered by email to Idaho State University Human Resources, hr@isu.edu, and to Employee at Employee's last known address on file with University Human Resources.

Carefully read this Agreement. By signing below, Employee is releasing all known and unknown claims, including claims under the Age Discrimination in Employment Act. Employee has been advised to consult an attorney, has at least forty-five days to consider this Agreement, and has seven (7) calendar days after signing to revoke it.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement as of the dates written below.

IDAHO STATE UNIVERSITY

EMPLOYEE

[ISU AUTHORIZED SIGNATORY]
[Title]

[EMPLOYEE NAME]

Date: _____

Date: _____

EXHIBIT A
OWBPA DISCLOSURE — FY2027 EARLY RETIREMENT INCENTIVE PROGRAM
(29 U.S.C. § 626(f)(1)(H))

This disclosure is provided to each employee age 40 or older who is offered a release of claims in connection with the University's FY2027 Early Retirement Incentive Program (the "Program"), an exit incentive program offered to a group of employees.

1. Decisional Unit. The class, unit, or group of individuals covered by the Program is all benefits-eligible employees of Idaho State University meeting the eligibility criteria below.

2. Eligibility Factors. To be eligible for the Program, as of June 30, 2027, an employee must: (a) hold a regular, ongoing, benefits-eligible position funded by central appropriated, local, or auxiliary funds (positions funded by sponsored grants, special appropriations, Career Technical Education, temporary emergency hire, or limited-service positions are not eligible); (b) be at least 60 years old; (c) have completed at least 5 years of institutional service at the University; (d) agree to fully retire effective June 5, 2027 (staff) or the end of the FY2027 contract period (faculty); (e) not have submitted an official intent to retire or resign prior to the Program announcement; and (f) not hold a cabinet-level leadership position (Vice Presidents, Associate Vice Presidents, and Deans are not eligible).

3. Time Limits. Eligible employees have at least forty-five (45) days from the date the Agreement is provided to consider and accept it, must return the signed Agreement no later than March 18, 2027, and have seven (7) calendar days after signing to revoke it.

4. Job Titles and Ages — Eligible or Selected. The following lists the job titles and ages of all individuals eligible or selected for the Program:

Job Title	Age
[JOB TITLE]	[AGE]
[JOB TITLE]	[AGE]

5. Ages — Not Eligible or Not Selected. The following lists the ages of all individuals in the same job classification or organizational unit who are not eligible or were not selected for the Program:

Job Title	Age
[JOB TITLE]	[AGE]
[JOB TITLE]	[AGE]

Note: Ages must be stated as specific ages; age bands (for example, "20 to 30") do not satisfy the OWBPA. The University must complete this Exhibit A with actual decisional-unit data before distributing the Agreement.