MEMO

Date: Monday, February 9, 2015

To: Eligible OS & PATs

From: Caryn Ines, Interim Director of Human Resources

Re: Voluntary Separation Incentive Plan (SIP)

CC: Sara Jayne Steen, President
    Steve Barba, Executive Director of University Relations
    Julie Bernier, Provost & Vice President for Academic Affairs
    Paula Lee Hobson, Vice President for University Advancement
    Jim Hundrieser, Vice President for Enrollment Management & Student Affairs
    Stephen J. Taksar, Vice President for Finance & Administration

The Voluntary Separation Incentive Plan (SIP) is an established financial management tool used solely at the discretion of the administration for reducing overall expenses that benefit the University. The University is offering the SIP with incentives that are at a slightly lower level than the most recent Staff SIP. The reduced incentive level aligns with the requirements of BOT policy that specifically states, “Any such program shall be less valuable per participant than the previous program offered to any of the potential participants.” Opportunities for future SIPs are unknown at this time.

Plymouth State University is offering the SIP for benefits-eligible staff with an index of at least 75 (minimum of 10 years of benefits-eligible service plus age 59 ½). PSU will award a limited number of SIP packages based on the highest index and available funding. The University reserves the right to award no SIP packages based on the financial considerations of the institution.

The application period for this SIP offering is Monday, February 9, 2015 through Friday, March 20, 2015 with a departure of Friday, May 22, 2015. Staff members must apply prior to the 4:30 p.m. deadline on Friday, March 20, 2015.

Attached is a copy of the SIP description. Because this is a significant decision for each staff member that involves considerable thought and planning, if you think you may be interested in taking advantage of this program please contact Karen Schaffner at ext. 5-2983 (or email kjschaffner@plymouth.edu) to schedule an appointment to discuss options and review your potential payout and related benefits. Thank you.
The

Plymouth State University

Voluntary Separation Incentive Plan (SIP) for Operating Staff and Professional, Administrative, & Technical Staff

February 9, 2015
Voluntary Separation Incentive Plan (SIP)

~Opportunities for a future SIP are unknown at this time.~

Eligibility Requirements and SIP Design

To be eligible for the Plymouth State University (PSU) Voluntary Separation Incentive Plan (SIP), a benefits-eligible staff member must meet the following conditions:

- Have at least ten (10) years of benefits-eligible service at the time of departure;
- Be at least age fifty-nine and a half (59½) by Friday, May 22, 2015 to separate on Friday May 22, 2015; and
- Have an index of 75 or more, calculated by adding the number of years of USNH benefits-eligible service and the number of years of age as of Friday, May 22, 2015.

And

- Must be currently employed in a regularly budgeted position.
- Not be on Workers’ Compensation.
- Not be a participant in a USNH or PSU early retirement or transition plan.
- Not have a previously agreed upon termination or retirement date.

A staff member who meets the eligibility requirements above, and elects to separate from PSU under the provisions of the SIP, and is approved based on the highest index, is eligible for the following:

A one-time payment equal to the number of years of USNH benefits-eligible service as of the end of the current appointment date or as of the elected departure date of Friday, May 22, 2015, multiplied by 1.95% of the employee’s final annual base pay at the regular budgeted rate as of the date formally approved for the SIP (Payment not to exceed $50,000).

Plus

A one-time payment equal to 24.5% of the employee’s final annual base pay at the regular budgeted rate as of the date formally approved for the SIP based on twenty (20) or more years of USNH benefits-eligible service as of Friday, May 22, 2015.

Or

A one-time payment equal to 14.5% of the employee’s final annual base pay at the regular budgeted rate as of the date formally approved for the SIP based on ten (10) to nineteen (19) years of USNH benefits-eligible service as of Friday, May 22, 2015

Plus

Up to five and a half (5½) years of medical coverage for the employee and/or enrolled eligible dependents with the same medical coverage options available to active employees (Please refer to the Medical Option Chart on page 6 for details).
Terms and Conditions of the Plan

- In return for accepting the separation incentive, the staff member agrees to voluntarily resign, including giving up any rights to his/her position.
- The decision to elect the SIP shall be irrevocable.
- Staff who resign under this Separation Incentive Plan (SIP) cannot be rehired into any benefits-eligible position within USNH. However, they can apply and may be considered for non-benefited, casual and part-time adjunct employment within USNH.
- Requirements to return from professional development, sabbatical, or other leaves of absence prior to departure may be waived by PSU.
- Years of service, for the purpose of calculating the SIP payment, are calendar or academic years of benefits-eligible service, rounded up to the nearest full year, through Friday, May 22, 2015. Rounding up will occur at the point of six months or greater.
- Annual base pay will not be recalculated to reflect retroactive changes in salary made after the date the person is formally approved for the SIP.
- SIP payments will be forfeited in the event of an employee’s death prior to receipt of the payment. However, because the employee had been actively working prior to his/her death, any benefits in place through a USNH sponsored life insurance plan would apply.
- The SIP payment will be paid within thirty days (30) of the date of departure and cannot be deferred over time.

Application Process

In order to apply for the SIP, a staff member must complete the Plymouth State University Separation Incentive Plan Application Agreement (found at the end of this document). The election period for the SIP will not be available beyond the dates in the following chart.

<table>
<thead>
<tr>
<th>Election Period</th>
<th>Effective Departure Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday, February 9, 2015 to Friday, March 20, 2015</td>
<td>Friday, May 22, 2015</td>
</tr>
</tbody>
</table>

Taxation of Separation Incentive Plan Payment

All SIP payments will have federal income tax withheld at the supplemental earnings tax rate in effect at the time of departure. The current supplemental tax rate is 25%, but is subject to change.

FICA (Social Security) Taxation

The full 2014 FICA rate is 7.65% and consists of OASI (Old Age Survivors Insurance) (6.2%) and Medicare (1.45%) portions. Currently, the 2014 maximum salary for OASI taxation is $118,500 (taxed at 6.2%). There is no maximum for the Medicare portion of Social Security. FICA rates are subject to change.

Tax Deferral of SIP Payment

You may have the option to make elected deferrals for some and/or all of your one-time payment as supplemental dollars (employee contribution only) to the USNH 403(b) Retirement Plan and/or USNH 457(b) Deferred Compensation Plan. The federal government sets yearly limits on the amount of tax-deferred contributions an individual can contribute. USNH calculates an estimated supplemental retirement deferral and does not attempt to meet the actual annual deferral limit. Any individual calculation is intended to provide you with an opportunity to contribute additional dollars. The elected deferral form must be submitted to Human Resources thirty (30) days prior to separation date. For additional information, please contact Caryn Ines at 603-535-2981 or clines1@plymouth.edu.

Continuation of Medical Benefits for Staff Meeting SIP Eligibility
For staff **between the ages of 59½ and 65**, University System medical coverage will continue at the rate paid by active employees, for up to five and a half (5½) years or to the last day of the month before attaining age 65 (or the month prior if the employee's birthday falls on the first of the month), whichever comes first. Invoices will be sent on a monthly basis directly to the staff member for the required premium due. Payments are due prior to the month of coverage. All insurance benefit plans and contribution rates are subject to change.

For those who elect the SIP and are **under age 62** when separation of employment occurs, medical benefits will continue at the rate paid by active employees until the staff member reaches age 62 and will then continue at the employee rate for three (3) years until the month the staff member reaches age 65.

The first of the month in which you attain age **65** (or the first of the month prior if your birthday falls on the first of the month); one of the following will apply based on your benefit election:

1) For employees approved for the SIP who participate in the **Additional Retirement Contribution Plan (ARC)**, your medical coverage with the University System (and coverage for any eligible enrolled dependents) will end on the last day of the month before you attain age 65 (this will be the month prior if your birthday falls on the first of the month). You will need to enroll in Medicare benefits through your local Social Security Office prior to becoming Medicare eligible. You may also choose to purchase a separate independent plan that offsets health care costs beyond what Medicare covers. Eligible dependents will be offered the opportunity to continue medical benefits through the Consolidated Omnibus Budget Reconciliation Act (COBRA).

2) For staff members approved for the SIP who have selected and qualify for the University System’s **Medicare Complementary Plan (MCP)**, on the first of the month in which you attain age **65** (or the month prior if your birthday falls on the first of the month) enrollment will be transferred to the MCP, currently offered at **no cost** to the retiree and enrolled eligible dependents.

- Starting at age 62, per USNH policy, the first three (3) years of coverage for the spouse and/or dependents is at the rate in effect for active employees, thereafter, for staff with the MCP, the rate will increase to 50% of the total premium cost.
- If the retiree is 65 or over at the time of separation, this transfer will be immediate. Since this plan is a supplement to Medicare, you must enroll in Medicare Parts A and B to receive the full benefit of this plan. MCP will become the secondary insurer with Medicare the primary insurer.
- If the staff member is covering any eligible dependents under age **65** under his/her active employee medical plan, these dependents may remain under that plan, at the applicable premium rate, until they no longer meet the plan’s eligibility requirements. An eligible enrolled spouse may remain under the plan until the last day of the month before his/her 65th birthday (or the first of the prior month if his/her birthday is the first of the month) and transition to the MCP the day following their benefit termination based on their 65th birthday.
- In the event a spouse of a retiree covered by the MCP passes away, the retiree is not permitted to add a new spouse or any dependent(s) to the plan.
- In the event the retiree enrolled in the MCP passes away, the spouse may continue coverage based on USNH Policy or until remarriage. Unless the spouse remarries, dependents may remain under the current medical plan until they no longer meet the plan’s eligibility requirement.

Anyone who is covered under the USNH medical plan and eligible for Medicare should contact their local Social Security Administration office regarding enrollment in Medicare Part B. Since the continued coverage in the USNH medical plan will no longer be through “active employment”, it will be necessary for the Medicare eligible individual to enroll in Medicare Part B, if they have no other medical coverage through active employment. Failure to enroll in Medicare Part B in a timely manner can affect the Medicare Part B premium and the payment of claims.

People generally become eligible for Medicare on the first of the month in which they turn 65 (or the month prior if their birthday falls on the first of the month), however, Medicare eligibility may occur sooner for those
on Social Security Disability. An individual who is not within their initial enrollment period (the time when you first become eligible for Medicare) should request a “special enrollment” for Medicare Part B.

Please contact the Social Security Administration at [www.ssa.gov](http://www.ssa.gov) or at 1-800-772-1213 for advice on the enrollment process. You may also contact Jan Rene at the USNH HR Benefits Office at (603) 862-0930 or via email at jan.rene@usnh.edu with questions about how Medicare relates to your USNH medical benefit.

All insurance benefit plans and contribution rates are subject to change. All medical coverage runs concurrent with COBRA provisions.

**Consolidated Omnibus Budget Reconciliation Act (COBRA)**

- **Continuation of Medical Benefits**

You will have the opportunity to continue medical coverage at your own expense as allowed through COBRA provisions. Coverage may be continued on a month-to-month basis according to provisions outlined for continuation of health plans and benefits by the US Department of Labor.

**Monthly COBRA Medical Rates through 12/31/2015**

<table>
<thead>
<tr>
<th>Options</th>
<th>Individual</th>
<th>Two-Person</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harvard POS and PPO</td>
<td>$828.33</td>
<td>$1,655.07</td>
<td>$2,481.80</td>
</tr>
<tr>
<td>Harvard HMO</td>
<td>$722.25</td>
<td>$1,443.10</td>
<td>$2,163.94</td>
</tr>
<tr>
<td>Harvard Choice Plan</td>
<td>$613.92</td>
<td>$1,226.63</td>
<td>$1,839.35</td>
</tr>
</tbody>
</table>

The medical coverage elected under COBRA provisions is the plan enrolled in at the time of departure. A complete packet of information regarding the options under COBRA, including premium payment deadline(s), will be sent to the employee’s home address by the COBRA administrator after your date of departure. Plans and premiums are subject to change.

- **Continuation of Dental Benefits**

You will have the opportunity to continue dental coverage for up to eighteen (18) months and at your own expense as allowed through COBRA provisions. Information regarding this option will be sent by the COBRA administrator directly to your home address after date of departure.

**Monthly COBRA Dental Rates through 12/31/2015**

<table>
<thead>
<tr>
<th>Options</th>
<th>Individual</th>
<th>Two-Person</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delta Basic (B)</td>
<td>$29.47</td>
<td>$55.00</td>
<td>$88.76</td>
</tr>
<tr>
<td>Delta High (C)</td>
<td>$54.86</td>
<td>$102.28</td>
<td>$169.42</td>
</tr>
</tbody>
</table>

Plans and premiums are subject to change.

**Retirement Plan Information**

Please contact TIAA/CREF and/or Fidelity directly for retirement distribution options.

TIAA/CREF: 1-800-842-2776  
Fidelity: 1-800-343-0860

Upon termination of active employment, matching contributions to USNH’s 403(b) Retirement Plan will terminate.
Continuation of Group Term Life Insurance

- All employees who resign or retire may apply to convert their USNH group term life insurance coverage to an individual policy. Information regarding the continuation will be mailed by VOYA, the life insurance vendor, directly to your home address following your date of separation. If interested, the form should be returned to the vendor within thirty (30) days of separation.

Other Benefits

- **Flexible Spending Accounts (FSA):** No payments will be deducted from the SIP for an FSA and only claims incurred through the last day of employment will be eligible for reimbursement. The deadline to submit claims for reimbursement is ninety (90) days from respective separation date. Employees who elected the FSA will be offered the opportunity to continue FSA benefits through COBRA provisions; however, it would no longer be a pre-tax benefit.

- **Long Term Disability:** Coverage through Metropolitan Life terminates on your departure date and cannot be converted.

- **Voluntary Short-Term Disability Insurance:** If you are enrolled in this supplemental insurance through ISI/Prudential, coverage ends on your departure date and cannot be converted.

- **Voluntary Portable Long Term Care Insurance:** If you are enrolled in this insurance, your current coverage may be continued at group rates. You will need to contact your vendor, either John Hancock or Genworth, to make premium payment arrangements.

- **Voluntary Portable Supplemental Life Insurance:** If you are enrolled in this supplemental insurance, your current coverage may be continued. The University System Benefits Office will send you the conversion paperwork for this policy. You will need to contact your vendor ING/ReliaStar to make premium payment arrangements.

- **Tuition Waiver Benefits:** Staff members are not eligible for the tuition waiver program for themselves, their spouse, or eligible dependent children after the date they are formally approved for the SIP. Courses currently enrolled in will be covered until the end of the semester/term.

- **Additional and continuing campus specific benefits:** As a retiree and/or participant in an SIP, you retain an e-mail account on the alumni and friends portal, parking permit, perpetual PSU ID card and privileges, such as Lamson Library services, bookstore discounts, athletic facilities access, and athletic and cultural event discounts.
### Medical Options

Premiums, plan design, and contribution amounts are subject to change.

<table>
<thead>
<tr>
<th>Category</th>
<th>SIP Medical Option</th>
<th>Medical Coverage per Policy To Retirees Aged 62 - 65</th>
<th>USNH Medicare Complementary Plan**</th>
</tr>
</thead>
<tbody>
<tr>
<td>65+ *** with USNH Medicare Complementary Plan</td>
<td>N/A</td>
<td>N/A</td>
<td>Yes, after departure**</td>
</tr>
<tr>
<td>65+ *** with ARC</td>
<td>COBRA</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>62 - 65 *** with 10 yrs. in USNH retirement plan and with USNH Medicare Complementary Plan. Meets retiree definition</td>
<td>N/A</td>
<td>Bridged medical coverage until 65 at active employee cost</td>
<td>Yes, at 65**</td>
</tr>
<tr>
<td>62 - 65 *** with 10 yrs. in USNH retirement plan and with ARC Meets retiree definition</td>
<td>N/A</td>
<td>Bridged medical coverage until 65 at active employee cost</td>
<td>No</td>
</tr>
<tr>
<td>62 - 65 *** with less than 10 yrs. in USNH retirement plan and with ARC. Not a retiree</td>
<td>Up to 3 yrs. medical</td>
<td>None</td>
<td>No</td>
</tr>
<tr>
<td>59 ½ - less than 62 with 10 yrs. in USNH retirement plan and with ARC. Meets retiree definition</td>
<td>Up to 5 ½ yrs. medical</td>
<td>If medical in place until 62, additional medical coverage can be bridged until 65 at active employee cost</td>
<td>Yes, at 65**</td>
</tr>
<tr>
<td>59 ½ - less than 62 with 10 yrs. in USNH retirement plan and with ARC.</td>
<td>Up to 5 ½ yrs. medical</td>
<td>If medical in place until 62, additional medical coverage is bridged until 65 with cost sharing</td>
<td>No</td>
</tr>
</tbody>
</table>

* Upon retirement and prior to an employee reaching age 65, the employee, spouse, and eligible dependents must be on the employee’s USNH medical plan in order to be eligible for the USNH Medicare Complementary Plan.

** If the staff member is covering a spouse under age 65 and/or dependents under her/his active employee medical plan, s/he will continue under that plan into the staff member’s retirement. Dependents may remain under the plan until they no longer meet the plan’s eligibility requirements. A spouse may remain under the plan until eligible for Medicare; normally the first (day) of the month the spouse attains age 65 or the month prior if the birthday is on the first of the month. At age 65, the spouse will be transitioned to the Medicare Complementary Plan. Retiree premium contributions to cover a spouse, and/or dependents will be the same as active employees up to a maximum period of three years. Contributions required to be paid by the retiree for coverage beyond three years will be fifty percent (50%) of the total premium cost of the coverage until the dependent no longer meets the plan’s eligibility requirements or the spouse is eligible for the Medicare Complementary Plan. If employee is age 59 ½ and less than 62 upon departure, the maximum of three years at the active employee rate will begin at age 62.

*** Coverage will continue through the last day of the month before the employee’s 65th birthday (or the last day of the prior month if the employee’s birthday falls on the 1st of the month).
name: _________________________________

position title: _________________________________

department: _________________________________

employee's date of birth: _________________________________

spouse's name: _________________________________

spouse's date of birth: _________________________________

dependents' name(s): _________________________________

dependents' date of birth: _________________________________

separation date elected: _________________________________

sip amount: _________________________________

as part of the application process for the voluntary separation incentive plan (sip), i agree to participate in the plymouth state university's voluntary sip program. i have read and fully understand the terms and conditions of the plan as specified below in the details outlined in the plan description provided to me.

• in return for accepting the sip, the staff member agrees to voluntarily resign or retire, including giving up any rights to his/her position.

• the decision to elect the sip shall be irrevocable.

• staff who resign under this sip program cannot be rehired into any benefits-eligible position. however, they can apply and may be considered for non-benefited, casual and part-time adjunct employment within usnh.

• a limited number of staff will be approved for this sip based on funding available.

• requirements to return from professional development, sabbatical, or other leaves of absence may be waived by PSU.

• years of service for the purpose of calculating the sip payment are calendar or academic years of benefits-eligible service, rounded up to the nearest full year, through friday, may 22, 2015. rounding up will occur at the point of six months or greater.

• sip payments will be forfeited in the event of an employee's death prior to receipt of the payment. however, because the employee had been actively working prior to his/her death, any benefits in place through a usnh sponsored life insurance plan would apply.

• sip payments will not be recalculated to reflect changes in salary made after the person is formally approved for the sip.

• original birth certificate must be provided with the sip application/agreement to verify and confirm date of birth.

• all insurance benefit plans and contribution rates are subject to change.

• the employee and plymouth state university agree that this agreement will not become effective or enforceable until the expiration of a period of seven (7) days following the date hereof, during which period participant may revoke the agreement.
I agree with the terms and conditions of the Plymouth State University Voluntary SIP, and I hereby notify Plymouth State University of my intent to voluntarily resign and/or retire from my employment on Friday, May 22, 2015. I understand this decision is final and that I will receive all separation incentives for which I am eligible under the Voluntary Separation Incentive Plan (SIP).

Staff Member Name (please print): ________________________________

My last day of work will be: ________________________________

_________________________________________ Date
Staff Signature

_________________________________________ Date
PSU Interim Director of Human Resources Signature

_________________________________________ Date
USNH Associate Director, Human Resources

_________________________________________ Date
USNH Budget Director
RELEASE AND WAIVER AGREEMENT

This Release and Waiver Agreement (“Agreement”) is made by __________________________
 (“Participant”) of __________________________.

WHEREAS the Participant has been employed by the University System of New Hampshire (“USNH”) and has voluntarily applied to participate in an employee Separation Incentive Program (“SIP”); and

WHEREAS USNH has selected the Participant to participate in the SIP and has agreed with the Participant that his or her employment with USNH shall be terminated effective _____________, on the terms and conditions set forth in this Agreement and other related documents and materials and specifically subject to the Participant’s knowing and voluntary Release and Waiver of Claims as set forth below.

NOW THEREFORE, in consideration of the opportunity to participate in the SIP and the rights and privileges afforded thereby, the Participant hereby knowingly, voluntarily, and freely releases and waives all claims as follows:

1. Release and Waiver of Claims. Participant, on behalf of himself or herself, and his or her representatives, heirs and assigns, fully releases USNH, its subsidiaries and affiliates, and each of their directors, officers, and employees (collectively “USNH-Releasees”) from, and hereby waives, all claims, causes of action, suits and demands, including claims for attorneys’ fees, which Participant ever had, now has or may have by means of any matter, cause or thing whatsoever from the beginning of time to the date hereof. Without limiting the generality of the foregoing, this release and waiver includes all matters arising out of or in connection with Participant’s employment by USNH, or the termination of said employment, and includes a release and waiver of any claims by Participant against the USNH-Releasees for violation of the Age Discrimination in Employment Act, the Americans with Disabilities Act, 42 U.S.C. § 2000e et seq., New Hampshire RSA Chapter 354-A or any other discrimination law and any claims based on wrongful termination, failure to pay wages, breach of contract, defamation, invasion of privacy, whistle blowing or infliction of emotional distress. This is a full and final release and waiver of all claims known and unknown, foreseen and unforeseen, which have accrued to the Participant against USNH-Releasees up to and including the date of this Agreement. Nothing in this Agreement shall be construed to waive a claim by the Participant to enforce the provisions of the SIP; and nothing in this Agreement shall be construed to waive any claim by Participant for insurance coverage or pension benefits or other such benefits Participant has obtained through or related in any way to his or her association with USNH. As a further condition of participating in the separation incentive plan, the Participant covenants that he or she shall not disparage USNH or any of its component institutions.

2. Older Workers Benefit Protection Act Waiver. Participant knowingly, voluntarily, and specifically waives all of his or her rights under the Age Discrimination and Employment Act (ADEA) and states:

a. This waiver is part of a clearly written Agreement between Participant and USNH which Participant has read and understands;

b. This waiver specifically refers to rights and claims arising under the Age Discrimination in Employment Act;

c. This waiver is limited to rights and claims which arose prior to the execution date of the waiver;

d. This Agreement includes consideration in addition to anything of value to which Participant is already entitled;

e. This Agreement specifically advises Participant to review its content with his or her attorney prior to his or her signing the agreement;

f. Participant acknowledges that he or she was offered twenty-one (21) days within which to consider the terms of this Agreement, and either the twenty-one (21) days have elapsed or Participant has voluntarily and knowingly chosen to execute this Agreement sooner than twenty-one (21) days; and
g. The Participant and USNH agree that this Agreement will not become effective or enforceable until the expiration of a period of seven (7) days following the date hereof, during which period participant may revoke the Agreement.

3. **Consultation with Counsel.** In executing this Agreement the Participant acknowledges that he or she has been advised to consult with counsel, and that he or she has executed this Agreement knowingly, voluntarily, freely and without undue influence or duress.

4. **Amendment, Governing Law.** No amendment of this Agreement shall be valid or effective unless made in writing and executed by the parties hereto subsequent to the date of this Agreement. This Agreement shall be enforced in accordance with the laws of the State of New Hampshire, and the parties agree that any litigation to enforce this Agreement will take place in New Hampshire. In the event of litigation regarding this Agreement, the parties expressly submit to the jurisdiction of the federal and state courts located in New Hampshire.

**IN WITNESS WHEREOF,** the Participant has signed this Agreement below.

DATE: __________________________

Participant: __________________________

[Print Full Name]

STATE OF NEW HAMPSHIRE
COUNTY OF __________________________

The foregoing instrument was acknowledged before me this ____________ day of ____________, 20____, by the Participant, __________________________.

______________________________
Notary Public/Justice of the Peace
My Commission Expires: