

Exhibit A

Southeast Missouri State University Voluntary Retirement Incentive Program (VRIP) for Faculty and Staff

Program Information Document

Southeast has continually worked through its budget review process to identify strategic measures for expense reductions and potential revenue enhancements in order to meet budget demands imposed on Southeast Missouri State University. In an effort to reduce personnel expenditures on a voluntary basis, Southeast will offer a Voluntary Retirement Incentive Program (VRIP) benefit.

Program Overview

The VRIP is a voluntary retirement incentive program that provides eligible faculty and staff a financial incentive to retire from Southeast. The Program is entirely voluntary. No employee is required to apply for participation and no employee is guaranteed that an application for participation will be granted by the University.

The University will accept applications for the program during an application window period of forty-five calendar days, beginning on January 21, 2019, and continuing through March 7, 2019. Applications for this program will be reviewed and granted in consideration of staffing and programmatic needs going forward.

Faculty who choose to retire under the VRIP may choose to retire effective May 31, 2019, December 31, 2019, May 31, 2020, or December 31, 2020. Staff who choose to retire under the VRIP may choose a retirement date of the last date of any month between May 31, 2019, and December 31, 2020.

Acceptance into the VRIP does not guarantee employment of the faculty or staff member through the determined retirement date. Eligible faculty and staff electing to participate in the VRIP must continue to perform their job responsibilities and adhere to University policies and procedures until the effective date of retirement. If an application to the VRIP is granted by the University, but the faculty or staff member's employment is terminated by either the University or the faculty or staff member before the agreed upon VRIP retirement date, the departing employee will not be entitled to the Program Benefits provided under the VRIP. In the event the approved VRIP applicant dies after his/her application has been granted by the University but before the Program Benefits are in force, the Program benefits will be made to the VRIP applicant's heirs and/or beneficiaries consistent with applicable law.

Program Eligibility

To be eligible for the VRIP, faculty and staff must meet the eligibility requirements for both retiree health insurance coverage under the University's Business Policy and Procedures 03-21 Benefits, sub section Retirement Benefits, and normal retirement provisions under the Missouri State Employees' Retirement System (MOSERS) and the College and Universities Retirement Plan (CURP) as of January 1, 2019.

The VRIP is not available to faculty and staff who have previously retired under the MOSERS or CURP retirement systems or who have already committed in writing to the Office of Human Resources their intent to retire from the University on a retirement date prior to May 31, 2019 (the first effective retirement date under the VRIP program). Prior to submitting an application for the VRIP, faculty and staff should obtain verification of retirement eligibility directly from the appropriate retirement system.

The VRIP program is not available to grant funded employees, employees funded by an agreement with an external party or term employees.

Program Benefits

Eligible faculty and staff who meet these eligibility criteria and elect to apply for the VRIP will receive the following supplemental benefits:

1. Approved VRIP participants will receive a cash incentive amount, at the time of their retirement, equal to 40% of the faculty or staff member's annual base salary at the time of the application window period. The base salary does not include any benefits, stipends, overload pay, or one-time payments.

Program Application Procedures

Application information concerning the VRIP will be posted on the Human Resources website at <http://www.semo.edu/hr> no later than January 2, 2019. Eligible employees who want to participate in the VRIP will be required to deliver an executed Application to Participate form to the Office of Human Resources, Academic Hall Room 012, by 5:00 p.m. on or before March 7, 2019. The VRIP offering will automatically close at that date and time for any faculty and staff member who had not submitted a complete application packet.

An application to the VRIP may be revoked by the employee prior to the end of the application window period. Requests to rescind an application must be made in writing and hand-delivered to the Office of Human Resources by 5:00 p.m. on March 7, 2019.

Acceptance of any employee's application to participate in the VRIP and date of retirement will be at the sole discretion of the University based upon a variety of factors appropriate to the circumstances (see Attachment 1). The University reserves the right to limit the total number of participants in the VRIP, and to select a participant's retirement date in order to preserve the continuity of the University's essential functions and the integrity of its financial resources. For

applications granted, the University will attempt to accommodate the preferred retirement date indicated by the applicant.

All applications to the VRIP program will be evaluated at the end of the application window period. Employees will be notified of acceptance/denial via email to the employee's Southeast email account. Eligible faculty and staff members who wish to participate in the VRIP and whose application is accepted by the University, must sign and return to the Office of Human Resources the Voluntary Separation Agreement and General Release and Waiver of Claims and Age Discrimination in Employment Act (ADEA) Release no later than fourteen (14) calendar days from the date notification of acceptance is issued by the University.

No Reemployment with Southeast

An employee who is accepted to the Program will not be eligible for reemployment with the University. A participant of the Program who applies for reemployment will be denied. A participant of the Program agrees that if the University fails to rehire a participant in the future, any such failure to hire or termination of employment is due to the University's enforcement of this provision.

Any exception, including part-time or temporary employment, will be subject to the approval of the University President or designee. The voluntary retirement incentive prohibits any University representative from making any informal or formal agreement or arrangement to rehire an individual in the future, and any such agreement will be unenforceable.

Other Retirement Benefits

This Program is in addition to any benefits to which an employee might be entitled to under one of the approved and recognized retirement plans, and amounts payable pursuant to University policy concerning unused vacation and longevity. An employee should contact a Human Resources, MOSERS, or CURP (TIAA-CREF) representative for information related to other benefits available to the employee at the time of retirement.

Professional Advice

Any eligible employee is advised to seek counsel and his/her own tax preparer prior to applying for the Program. The law regarding treatment of severance payments is complex and changes from year to year. The University is not responsible for providing legal or tax advice to employees regarding the VRIP or the release and waiver of claims. It is the employee's responsibility to obtain such advice in sufficient time to submit all applications and forms, as well as the signed Program packet, in accordance with the deadlines established herein.

Any eligible employee considering the Program is also encouraged to speak with the employee's financial advisor and/or a representative of MOSERS or CURP (TIAA-CREF) prior to applying for the Program.

Administration of the Program

The University is offering the Program in its sole discretion. The University may modify the Program at any time and for any reason. In the event that the University modifies the Program in a manner that materially affects its terms or benefits, the modifications shall not be applied to any employee who is already participating in the Program unless the modifications are made to comply with federal, state or local laws.

The President of the University will be the plan administrator of the Program and will retain the sole and absolute discretion to make all final decisions related to the implementation, administration, and participation in the Program. The interpretations, determination, and decisions of the President with respect to the Program will be final, binding, and conclusive for all purposes and on all parties.

General Release and Waiver of Claims

By executing and submitting this Program packet, in exchange for the benefits described herein and selected by employee below, employee hereby forever WAIVES, RELEASES, AND DISCHARGES University, its Board, and all of the University's current and past board members, officers, insurers, attorneys, fiduciaries, current and former employees, agents, administrators, faculty, successors, and all other entities affiliated with or related to it, without limitation, exception, or reservation (the "University Affiliates"), from any and all liability, actions, claims, demands, causes of action, disputes, and lawsuits in law or in equity which employee may have had, presently has, or in the future may have, in connection with or arising out of University's hiring of employee, (2) employee's employment with University, (3) the cessation of employee's employment with University, and (4) any employment practice, custom or policy of University, through the effective date of this Agreement, other than for breach of this Agreement. This release applies to any and all claims against the University and University's Affiliates, known or unknown, arising under contract or under the federal or state constitutions, or federal, state, or local statutory or common (including civil tort) law, which have been asserted or which could have been asserted, including, but not limited to, any and all claims under 42 U.S.C. § 1983, Title VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Act of 1991, 42 U.S.C. § 1981, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Rehabilitation Act, the Missouri Human Rights Act, the Missouri Merchandising Practices Act, the Family and Medical Leave Act, the Equal Pay Act, the Occupational Safety and Health Act, the Employee Retirement Income Security Act (excluding claims for vested benefits), the Consolidated Omnibus Budget Reconciliation Act, 42 U.S.C. § 1988, state common law, including, but not limited to, any claims for wrongful discharge in violation of public policy, and any other federal, state, or local laws, including common law, to the maximum extent permitted by law, without limitation or exception, other than for breach of this Agreement.

Nothing in this Program packet shall interfere with employee's right to initiate, cooperate or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, the Missouri Commission on Human Rights, or any other federal or state regulatory or law enforcement agency. However, the consideration provided to employee in this Program packet shall be the sole relief provided to employee for the claims that are released by employee herein and employee will not be entitled to recover and agrees to waive any monetary

benefits or recovery against the University or any University Affiliate in connection with any such claim without regard to who has brought such claim.

ADEA Release

By executing and submitting this Program packet, employee understands and agrees that employee is releasing and waiving any and all rights and claims arising under the Age Discrimination in Employment Act of 1967 (“ADEA”) and:

Employee acknowledges that his/her waiver of rights arising under the ADEA is in writing and is written in a manner that is understandable to him/her.

Employee agrees that the release and waiver of claims or rights, as stated herein, is knowing and voluntary.

Employee understands that the waiver refers to rights or claims arising under the ADEA.

Employee understands that by execution of this Agreement, he/she does not waive any rights or claims under the ADEA that may arise after the date the waiver is executed.

Employee acknowledges that this waiver of his/her rights arising under the ADEA is in exchange for the consideration outlined in the Program packet, which is substantially greater than that to which he/she would otherwise be entitled to receive.

Employee acknowledges that the University is advising employee to consult with an attorney of his/her choosing prior to executing this Program packet and that employee has either consulted with an attorney or elected not to do so.

Employee acknowledges that this Program packet, including the terms of the Program, was made available to employee by January 21, 2019, and that employee had a period of at least 45 days (until 5:00 p.m. on March 7, 2019) to consider this Program.

Employee acknowledges that he/she has been advised by the University that employee is entitled to revoke (if he/she executes this Program packet) this waiver of rights arising under the ADEA within seven (7) days after executing this Program packet and that the waiver will not and does not become effective or enforceable until the seven (7) day period has expired without employee’s revocation (“Effective Date”).

Employee understands that this waiver has been requested in connection with an exit incentive or other employment termination program, and employee acknowledges that a description of those individuals covered by the program is included in this Program packet.

Employee agrees that if he/she exercises his/her right to revoke the waiver, this entire

Program packet and its obligations are null and void. The parties agree that nothing in this Program packet shall limit or restrict employee's right under the ADEA to challenge the validity of the ADEA release in a court of law. However, the employee nevertheless understands that the waiver and release contained in this Program packet still applies to claims under the ADEA and that he/she has waived all ADEA claims as part of this Program. In any suit brought under the ADEA, the employee would not be entitled to any damages or other relief unless the waiver in this Program packet is deemed to be invalid.

Entire Agreement

This Program packet constitutes the entire agreement and understanding between the parties regarding the subject matters addressed herein and supersedes, cancels and terminates any and all prior agreements, arrangements, negotiations, discussions or understandings between the parties hereto, whether written or oral, regarding the subject matters addressed herein.

The terms of this Program packet are deemed an enforceable contract and not a mere recital. In the event any provision (or part thereof) of this Program packet is held to be invalid, illegal, void or unenforceable by a court of competent jurisdiction, such provision (or part thereof) shall be deemed to be modified so that its purpose can lawfully be effectuated to the fullest extent of the law and in any case shall not affect the validity or enforceability of the remainder of this Program packet.

The Program packet shall inure to the benefit of and may be enforced by the University and its affiliated corporations, subsidiaries, related companies, successors, employees, partners, agents and their respective assigns. This Program packet is personal to the employee and may not be assigned by the employee.

Employee agrees that he/she did not rely on any representations, statements or promises by any University representative that are not contained in writing in this Program packet in making a decision to sign and submit it. Any changes or additions to this Program packet must be in writing and signed by both employee and the University in order to be effective. Employee agrees that any other benefit provided under a plan of the University will be paid in accordance with the terms of the plan.

Governing Law

The terms and provisions of this Program packet shall be interpreted and enforced under the substantive law of the State of Missouri. Any claim, dispute, or litigation relating to, arising out of, or implicating this Program packet shall be filed only in an appropriate Missouri state or federal court for claims arising in Cape Girardeau County, Missouri.

Counterparts

This Program packet may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. Facsimile or other electronic signatures shall be deemed to constitute original signatures, but original signatures shall be promptly exchanged upon request.

Attachment 1

Southeast Missouri State University Voluntary Retirement Incentive Program (VRIP) Program Information Document

Evaluation Criteria for Applications to Participate

All applications will be evaluated at the end of the application window period based on the following criteria:

- Specialized skill/knowledge related to the functions/processes of the employee's department.
- Specialized academic background required to teach current course offerings.
- Essential nature of employee's participation in a current strategic initiative of the University.
- Percent of employees in a department applying to participate and effect on ability to continue essential services.
- Date/time order applications to participate were received by Office of Human Resources.
- Employee's performance based on prior 3-year's evaluations.
- Total cost of program and available funding.

The University reserves the right to consult with applicants on alternative retirement dates within the eligible periods offered, if review of an application based on the above criteria indicates a negative effect on continuity of essential University functions.