



22 December 2020

Jon Zubieta
108 Hatherly Road
Syracuse, NY 13224

Dear Jon,

I would like to congratulate you on a distinguished career and thank you for your many years of dedicated service to the College of Arts and Sciences and Syracuse University. This letter provides important information regarding your retirement and is sent with the concurrence of Associate Provost for Faculty Affairs LaVonda N. Reed and Vice Chancellor and Interim Vice Chancellor and Provost Zhanjiang (John) Liu.

As we have discussed, your retirement date will be 15 May 2023. While you are employed by the University pursuant to this arrangement, you will remain subject to all employment rules applicable to faculty members of the University, including the requirement that you continue to meet the service obligations each year as outlined in this letter.

Based on mutual agreement, during the Spring 2021 semester, you will teach Solid State Chemistry (CHE 616, 3 credits) and you will continue to perform your regular full-time research and service activities. You will also be required to participate in all mandated faculty professional development training. In recognition of your distinguished career, during the Fall 2021 semester, you will be granted a paid administrative leave with benefits and you will receive your regular compensation. No duties will be required from you during this semester of leave.

During the Spring 2022 semester, you return from leave and you will perform your regular full-time faculty responsibilities consisting of teaching, research, and service. During the Fall 2022 semester, you will be granted a paid administrative leave with benefits and your regular compensation will be reduced by 50 percent. No duties will be required from you during this semester of leave.

During the Spring 2023 semester, you will return from leave and you will be a participant in the University's Phased Retirement Program for Tenured Faculty. You will reduce your services to the University to .50 FTE. During this semester you will teach one course and you will have reduced research and service expectations.

Throughout the period of this arrangement, your teaching, research, and service requirements will be determined in consultation with the Chair of your department and your compensation will be proportionate to your workload. During Academic Year 2022-2023, the Dean will follow the normal procedures described in the *Faculty Manual* to seek Emeritus status for you.

Your continued eligibility for benefits prior to your retirement will be contingent upon satisfying the requirements of each benefit plan, and such requirements will include the need to work a minimum number of hours in order to participate in certain plans, unless otherwise specified within the plan document.

Upon your retirement, you will no longer be eligible for benefits as an active employee under the University's separately administered employee benefits plans, but you will be eligible for coverage under the University's separately administered retiree benefit plans and policies, as summarized in the *Retiree Benefits Summary* enclosed with this letter. For further information about these benefits, please contact Kristen Otter, Sr. Benefits Specialist, in the Office of Human Resources at 315.443.2413.

Your decision to voluntarily retire and to relinquish your tenure and employment rights on 15 May 2023 will be final and binding on the date this Agreement becomes effective as specified in the last sentence of the following paragraph, and will not be subject to later revocation. Further, should you accept a tenured position with any other institution prior to 15 May 2023, you agree that resignation of your tenure and employment rights will be automatically accelerated and become effective simultaneous with your acceptance of tenure at any other institution. You will, however, continue to be eligible for the other benefits set forth in this letter, provided you continue to satisfy the prerequisites and conditions of receiving those benefits.

In exchange for the commitments by the University set forth above, you hereby agree to release any and all claims that you may have against the University and its current and former trustees, officers, employees, and students, including claims under the equal employment opportunity laws, the Age Discrimination in Employment Act, the Older Worker Benefit Protection Act, or any other statute related to employment. You hereby acknowledge and agree that you are voluntarily entering this Agreement, that you have been advised to consult with an attorney, that you are not releasing any claims that may arise after the date you sign this Agreement, and that you are receiving extra consideration from the University in exchange for executing this Agreement. You also acknowledge and agree that you will have 21 days to consider entering into this Agreement with the University, and you will have seven days after you sign this Agreement below to revoke your acceptance. Written notice of such a revocation should be delivered within such seven-day period to the Office of Human Resources. This Agreement will not be effective, final, and binding until this seven-day revocation period has expired without your having revoked this Agreement.

The University reserves the right to withhold any taxes or deductions from the payments and benefits described in this Agreement that are required by applicable laws or the terms of any applicable University plan or policy. To facilitate the reconciliation of any outstanding expenses or advances, the University may withhold any research, travel, or business expenses or advances that are not reimbursable or accounted for under University policy from the remaining payments due to you at the time of your retirement.

This Agreement supersedes any other agreement or understanding between you and the University regarding the date and terms of the resignation of your tenured faculty position, and such other agreement(s) or understanding(s) will become null and void. This is the complete understanding between the parties, and these terms may be modified only in writing signed by both parties.

As you can appreciate, the terms of this arrangement should be kept confidential - this arrangement is really a private matter between you and the University. Therefore, you may not disclose any of the terms of this Agreement to anyone other than your immediate family, tax advisors or legal counsel.

Thank you for the many contributions that you have made, and will continue to make, to the College of Arts and Sciences and to Syracuse University. If you are in agreement with the terms set forth above, please countersign and date this letter and return it to me within 21 days of your receipt of this Agreement. If you have any questions, or wish to discuss this Agreement further, please do not hesitate to contact me.

Sincerely,



Karin Ruhlandt, Dean
College of Arts and Sciences

Executed on Behalf of Syracuse University by:



Zhanjiang (John) Liu
Interim Vice Chancellor and Provost

December 22, 2020
Date

I accept the Agreement as described above.

Jon Zubieta

Date

cc: LaVonda N. Reed, Associate Provost for Faculty Affairs
Kristen Otter, Senior Benefits Specialist, Human Resources

Encl: Syracuse University Retiree Benefits Summary