

CONFIDENTIAL AGREEMENT AND GENERAL RELEASE

This Confidential Agreement and General Release ("Agreement") is made and entered into by and between Bonnie Meyer (sometimes referred to herein as "Meyer" or "Employee") and Northern Kentucky University (sometimes referred to herein as "NKU").

WHEREAS, Meyer is currently employed as the Director of LGBTQ Programs & Services of Northern Kentucky University;

WHEREAS, on or about October 12, 2021, Meyer, through her counsel, issued a demand letter related to the search process involving the CSI Unit Director position ("Demand Letter");

WHEREAS, the parties have resolved all CLAIMS by Meyer;

WHEREAS, the parties agreed in mediation that Meyer will resign her position as Director of LGBTQ Programs & Services of Northern Kentucky University effective March 30, 2022, or until she finds and receives pay for other employment, whichever comes first; and

NOW THEREFORE in consideration of the mutual promises contained herein, Meyer and NKU agree as follows:

1. As used in this Confidential Settlement Agreement and General Release, these words shall have the following meanings:

a. RELEASEES means Northern Kentucky University ("NKU"), its Board of Regents, predecessors, successors, assigns, agents, directors, officers, insurers, re-insurers, employees, representatives, attorneys, and parents, divisions, subsidiaries, and affiliates (and agents, directors, officers, employees, representatives, and attorneys of such divisions, subsidiaries, and affiliates), and all persons acting by, through, under, or in concert with any of them.

b. CLAIM or CLAIMS means any and all complaints (including the Demand Letter), lawsuits, charges, grievances, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, rights, demands, losses, debts, and expenses (including court costs and attorney's fees actually incurred).

2. Provided that NKU receives a fully executed Confidential Settlement Agreement and General Release from Meyer,

a. NKU shall permit Meyer to resign as Director of LGBTQ Programs & Services effective March 30, 2022, or until she finds and receives pay for other employment, whichever comes first ("Termination Date"). NKU shall provide Meyer all compensation and benefits as they exist at the time this Agreement is executed through the Termination Date.

b. Shall pay Meyer the total sum of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) less legally required deductions within twenty-one (21) business days after NKU receives completed and executed IRS W-9 forms

from Meyer and her Attorneys. This total sum shall be allocated and paid as follows:

- i. One check shall be made payable to "Bonnie Meyer" in the amount of Fifty-Thousand Dollars and Zero Cents (\$50,000.00), representing a non-wage payment for which NKU shall issue an IRS Form 1099;
- ii. One check payable to Meyer's attorney, "Morgan Pottinger McGarvey", in the gross amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), representing attorneys' fees for which an IRS Form 1099 shall issue.

Meyer and her attorney(s) agree to indemnify and hold RELEASEES harmless for any tax liability, together with any interest or penalties assessed thereon, which Meyer and/or RELEASEES may be assessed by the United States Internal Revenue Service, or any state or local department of taxation, arising from the payments made to Meyer pursuant to this Agreement. Meyer understands NKU is not providing tax or legal advice, nor is NKU making representation to Meyer regarding tax obligations or consequences, if any, related to this Agreement.

3. Once this Agreement has been fully executed, Meyer will not be required to report to work on a daily basis but will be expected to reasonably cooperate with the University through March 30, 2022 to transition duties as necessary. Meyers' email will have an out of office message referring parties to the Center for Student Inclusiveness Director for assistance. On or before **March 30, 2022**, Meyer will coordinate with the Chief Human Resources Officer to return all NKU property in her possession including, but not limited to, procurement card, computer, laptop, tablets, files, disks, drives, and all of the tangible and intangible property belonging to NKU and relating to her employment with NKU. Meyer further represents and warrants that she has not retained any copies, electronic or otherwise, of such property, and warrants that she will return any copies of such property that she has in her possession, electronically or otherwise, and after return will delete or destroy all copies or other information belonging to NKU or relating to her employment at NKU.

4. If, at any time prior to March 30, 2022, Meyer accepts other employment commencing on or before March 30, 2022, Meyer shall provide written notice of the: (a) start date; and (b) first payday, to Chief Human Resources Officer within 48-hours of Meyer communicating her acceptance (verbally or in writing) of the position.

5. Each party shall bear all of the fees, costs and expenses incurred by her or its own attorneys or advisors in connection with this Agreement, its underlying proceedings, and the settlement it represents.

6. In exchange for the mutual promises, obligations and actions embodied in this Agreement, the parties do hereby irrevocably and unconditionally release, discharge, compromise and settle any and all CLAIMS, demands, rights of action or obligations (including all attorney's fees and costs actually incurred), matured or unmatured, of whatever nature and whether or not presently known that exist as of the execution date of this Agreement against each other arising out of Meyer's transactions with NKU and/or her separation therefrom, under any federal, state or local law, common law, or statute, including, but not limited to, CLAIMS arising under 42 U.S.C. 1983

and 1988; Title VII, the United States Constitution, Kentucky Revised Statutes, and Kentucky Common Law.

7. Exclusively as this Agreement pertains to Meyer's release of claims under the Age Discrimination in Employment Act ("ADEA"), and pursuant to and in compliance with rights afforded her under the Older Workers Benefit Protection Act ("OWBPA"), Meyer: (i) is advised to consult with an attorney prior to executing this Agreement; (ii) is afforded 21 days within which to consider this Agreement; and (iii) is afforded, for a period of seven (7) days following her execution of the Agreement, the right to revoke the waiver of claims under the ADEA, provided that if she exercises that right, NKU shall have the right to revoke the remainder of this Agreement. In the event Meyer exercises her right to revoke under OWBPA, that revocation shall apply only to claims under the ADEA. The release of claims contained in paragraph 6 with respect to all other CLAIMS shall remain in full force in all other respects. Meyer agrees this Agreement is written in a manner that enables her to fully understand its content and meaning. This Agreement, as it pertains to a release of CLAIMS under the ADEA, shall become effective and enforceable seven (7) days after its execution, unless revoked as provided herein. All other provisions of this Agreement shall become effective and enforceable upon execution; provided however, that if Meyer revokes this Agreement as to her release of CLAIMS under the ADEA as provided in (iii) above, NKU may revoke this Agreement in its entirety during the seven (7) day period following Meyer's revocation.

8. Meyer acknowledges and agrees that this Agreement is a compromise of a disputed CLAIM, and any actions taken in connection with it do not constitute, and should not be understood as constituting, an acknowledgment, evidence, or an admission of any liability or violation of any law or statute, the common law, or any agreement which exists or which allegedly may exist by and between Meyer, RELEASEES, and NKU. NKU and RELEASEES deny and disclaim any liability to Meyer and by entering into this Agreement intend merely to avoid litigation.

9. Meyer agrees not to make any statements or remarks that are disparaging toward, or are reasonably likely to cause harm to the RELEASEES regarding the terms and conditions of her employment or separation. Human Resources and senior management of NKU agree not to make any disparaging statements of Meyer. This paragraph shall not prevent Meyer from testifying truthfully about her employment if required to testify under a court order. Meyer agrees to give NKU advance notice if she is ordered to testify by a court of competent jurisdiction. Meyer agrees not to interfere with any attempt by NKU to quash the subpoena.

10. Meyer agrees not to apply for and renounces and forever waives any and all reinstatement or employment, whether temporary or permanent, part-time or full time, in any capacity whatsoever, with the RELEASEES at any of their current or future facilities or with any entity or organization which is or in the future becomes related to the RELEASEES. Meyer agrees that she shall not be rehired by the RELEASEES and if she is rehired may be terminated immediately based solely upon this Agreement

11. Meyer agrees not to hereafter initiate a lawsuit based on any CLAIMS released by her hereunder, be a party to such a lawsuit, or in any way assist or cooperate with any other person or entity in any matter or proceeding of any kind or nature against NKU or RELEASEES with respect to any matter pertaining to NKU or RELEASEES.

12. Meyer represents that she does not claim an interest in, has not made any other CLAIM, or has not filed any other charges or lawsuits against NKU with any local, state, or federal agency or court with respect to any matter whatsoever arising or pertaining in any way to any matter or event based on or in any way arising under or relating to her association with NKU, and that if any such agency or court assumes jurisdiction of any complaint or charge against NKU on behalf of Meyer, she will request such agency or court to withdraw from the matter. Meyer further agrees that she will not be entitled to, and forever waives and releases any monetary or other award from any such proceeding.

13. The parties understand and agree that the existence and terms of this Agreement, as well as all discussions concerning this Agreement, are confidential. Accordingly, the parties shall not disclose this Agreement, its existence, or the terms thereof, to any person or entity except as required or compelled by law including, but not limited to, any current, former, or future employee or student of NKU, provided, however, that Meyer may disclose the terms and existence of this Agreement with her attorney, and current spouse, if any. Meyer shall instruct any person(s) to whom she has or will make any disclosure of information within the scope of this paragraph that such information is strictly and completely confidential and such information shall not be disclosed by them to any other person or entity. If anyone asks about the status or resolution of their differences, the parties shall respond solely by stating that the matter has been resolved.

14. Meyer affirms that she has no information concerning any conduct involving RELEASEES or any affiliate that she has any reason to believe may be unlawful or that involves any false claims to the United States. Meyer promises to cooperate fully in any investigation RELEASEES or any affiliate undertake into matters that occurred during Meyer's employment with RELEASEES or any affiliate. Meyer understands that nothing in this Agreement prevents her from cooperating with any U.S. government investigation.

15. This Agreement is binding upon Meyer and her heirs, administrators, representatives, executors, and assigns and shall inure to the benefit of NKU and its administrators, representatives, executors, successors, heirs and assigns. This Agreement is likewise binding upon NKU and its administrators, representatives, successors, heirs and assigns and shall inure to the benefit of Meyer and her heirs, administrators, representatives, executors, and assigns.

16. This Agreement, and all accompanying exhibits, sets forth the entire agreement by and between Meyer and NKU and supersedes any and all prior agreements and understandings, whether written or oral, between them. This Agreement shall not be modified except by written agreement duly executed by or on behalf of each of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. If any part of this Agreement shall be deemed invalid or unenforceable, all remaining parts shall remain binding and in full force and effect.

17. The failure of Meyer or NKU to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

18. Meyer warrants and represents that as of the date Meyer signs this Agreement, Meyer is not Medicare eligible, nor has Meyer ever been enrolled in Medicare Part A, Part B, or Part C.

Further, Meyer warrants and represents that Meyer has never applied for Social Security Disability benefits nor is Meyer appealing or re-filing for Social Security Disability benefits. The parties have considered Medicare's interests in this settlement and have determined that an allocation for future Medicare covered expenses is not required pursuant to the policy and procedure established by CMS Memoranda to protect Medicare's interests, as required by the Medicare Secondary Payer Statute, and for reasons set forth below. Based upon reports of Meyer's current health care providers, there are no future Medicare covered treatments or prescriptions prescribed or reasonably expected related to the injuries in this claim; therefore, no allocation is required or being established. Meyer has warranted and represented to NKU that Medicare has not paid any of Meyer's medical expenses, that Meyer has not been and is not now eligible for Medicare benefits, and that Meyer has no plans to apply for SSDI or Medicare benefits within 30 months of executing this Settlement Agreement. Meyer understands and agrees that NKU is relying on the veracity and accuracy of Meyer's foregoing representations and that those representations form a material term of this Settlement Agreement. Based on these representations, it is not anticipated or foreseeable that Meyer will become eligible for Medicare in the near future. Therefore, no funds are being set aside for Meyer's future Medicare-covered treatment. Nonetheless, if the Centers for Medicare & Medicaid Services ("CMS") (this term includes any related agency representing Medicare's interests) determine that Medicare has an interest in the payment to Meyer under this settlement, Meyer agrees to indemnify, defend and hold RELEASEES harmless from any action by CMS relating to medical expenses of Meyer. Meyer agrees to reasonably cooperate with NKU upon request with respect to any claim that the CMS may make and for which Meyer is required to indemnify NKU under this Paragraph 18. Further, Meyer agrees to waive any and all future actions against RELEASEES for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A). Meyer understands this settlement may impact, limit or preclude his right or ability to receive future Medicare benefits arising out of the injuries alleged in this lawsuit, and nevertheless wishes to proceed with the settlement.

19. Meyer acknowledges that she is fully able and competent to enter into this Agreement, that she has read this Agreement in its entirety, that she had an opportunity to review it with her attorney, and that her agreement to all of its provisions is made freely, voluntarily, and with full and complete knowledge and understanding of its contents. Meyer also acknowledges and agrees that, in signing this Agreement, she has not relied upon any representations made by NKU with regard to the subject matter, basis, or tax consequences — including the character or treatment of the settlement payment hereunder, or effect of this Agreement or otherwise, other than the obligations of the parties set forth in this Agreement.

BONNIE MEYER

Signature: Bonnie Meyer

Date: 1/20/22

NORTHERN KENTUCKY UNIVERSITY

By: Jon Bates

Title: VP Legal Affairs/GC

Date: 1/20/22