



UNIVERSITY OF VIRGINIA University Staff Sign-on Bonus Agreement

This Agreement is made between the RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA ("the University") and Kevin G. McDonald ("the Employee").

WHEREAS the Employee begins employment for the University on August 1, 2019 in the Department of Office of the President ("Hiring Department") as a VP DEI ;

WHEREAS the Hiring Department wishes to bestow upon the Employee a sign-on bonus as an incentive for the Employee to accept employment at the University and remain satisfactorily employed in the Hiring Department for least one full year;

WHEREFORE, the University and the Employee agree to the following terms.

1. The University, acting through the Hiring Department, agrees to bestow upon the Employee the amount of \$ 25,000.00 as a Sign-on Bonus ("Sign-on Bonus") in return for the Employee accepting the University's offer of employment. This amount shall be paid directly to the Employee on the Employee's first paycheck. In the alternative, it may be paid after the Employee accepts an offer of employment but prior to the Employee's actual initial day on the job.
2. The University will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. Taxes shall be withheld from the Sign-On Bonus and reported to the Internal Revenue Service as income on the Employee's Form W-2.
3. Hiring Departments will adhere to all relevant University policies (including Compensation Program for University Staff Employees <http://uvapolicy.virginia.edu/policy/HRM-024>) during the hiring process and in making bonus payments to employees.
4. In return for accepting the Sign-on Bonus as provided in paragraphs 1 and 2, above, the Employee agrees to work for the Hiring Department, on a regular and full-time basis for at least one year beginning on - 8/1/2019 and ending on 7/31/2020 . Should the Employee fail to complete the entire year of work for the Hiring Department to its satisfaction, the Employee shall repay a prorated amount of the Sign-on Bonus as provided for in the following paragraphs.
5. The Employee's failure to remain employed by the Hiring Department for one year, or one academic year, for any reason whatsoever, will trigger the Employee's duty to repay, pro-rata, the amount paid by the Hiring Department pursuant to paragraph 1, above. (This amount may be more than the Employee received due to tax or other withholdings.) For example, if the Employee leaves 5 months prior to the end of the year, he/she will repay 5/12 of such amount, or 5/9 of such amount, if the Employee is appointed for an academic year. To facilitate this repayment, the Employee, by signing below, expressly gives the University a lien on all his/her salary, wages, and other sums payable to him/her by the University. In addition, the Employee hereby authorizes the University to withhold all amounts so due from any sum payable to the Employee by the Hiring Department and University, and to use the Commonwealth's tax off-set system if necessary. The Employee also waives any and all exemptions (including the homestead exemption) which may apply to any amounts so due.

6. If the Employee fails to remain employed by the Hiring Department for one year for reasons beyond his/her control (e.g. illness or death), other than reasons of poor performance, the Hiring Department may in its sole discretion waive all or part of the liability owed by the Employee. Any such waiver must be approved in writing by the Employee's Hiring Department head or dean and the Human Resources representative. Prior to such approval, the Hiring Department head or dean must notify Human Resources if the Employee does not remain employed at the University for the requisite year.

7. In the event the Employee leaves the Hiring Department to work at another department within the University during the one year period noted above, the Hiring Department and the department to which the employee is transferring ("New Department") shall negotiate in good faith for the repayment, pro-rata, of the Sign-on Bonus by the New Department. It is the Employee's obligation to make the New Department aware of the Employee's receipt of the Sign-on Bonus and to request repayment assistance from the New Department. Unless the New Department affirmatively agrees to reimburse the Hiring Department for the pro-rated portion of the Sign-on Bonus, the Employee remains responsible for repaying the Hiring Department.

8. In the event that the Hiring Department for good reason pays the Employee a sign-on bonus after the Employee accepts an offer of employment but prior to the Employee's actual initial day on the job, the Employee agrees to repay the entire amount of the sign-on bonus should the Employee for any reason fail to report for work on the date indicated in paragraph 3 above.

BY SIGNING BELOW, the Employee certifies that he/she has not accepted a financial incentive for accepting employment at the University, other than as described in this Agreement.

IN WITNESS THEREOF:

Kevin McDonald April 12, 2019
Employee Signature and Date

Kevin G. McDonald
Employee Name (print or type)

Kevin G. McDonald April 12, 2019
Human Resources Representative
Signature and Date

434.924.3337
Department Contact Phone Number

JSR 4/11/2019
Department Head/Dean Signature and Date

James E. Ryan
Department Head/Dean Name (print or type)

Office of the President
Department Name

Department Contact Fax Number

From U.Va. Human Resources Policy

1. *Incentives - Exceptional Recruitment, Retention and Project-based* – Schools/Departments present a recommendation for the usage of recruitment, retention and project-based incentives to their VP/Dean designated authority. Incentive plans require prior approval from UHR.

a. A bonus award (including sign-on bonuses) of less than \$10,000 must be approved by the dean or the appropriate vice president. Bonus payments of \$10,000 or more require written notification to the Vice President & Chief Human Resources Officer, who will submit for final approval to the Executive Vice President & Chief Operating Officer. Such requests must be submitted in writing, justifying the proposed amount.