

**SOUTHEAST MISSOURI STATE UNIVERSITY
VOLUNTARY RETIREMENT INCENTIVE PROGRAM**

**FACULTY VOLUNTARY SEPARATION AGREEMENT AND GENERAL RELEASE
AND WAIVER OF CLAIMS AND ADEA RELEASE**

In consideration of the covenants and conditions contained herein and for other good and valuable consideration as more fully described below, I hereby acknowledge and agree to the following terms and conditions of this Southeast Missouri State University Voluntary Retirement Incentive Program (VRIP) Separation Agreement and General Release (“Agreement and Release”):

1. I hereby acknowledge that I am voluntarily electing to retire from employment with Southeast Missouri State University. If I am a tenured faculty member, I understand that I will relinquish my tenure as a faculty member as of the day my retirement becomes effective, as would any other faculty member who chooses to retire. I affirmatively state that there is no agreement or arrangement, whether formal or informal, between my Department Chair, Dean, the Provost or any other representative of the University and me concerning re-employment at the University.
2. I understand and acknowledge that, in order to receive the benefits provided under the VRIP, I must continue to perform my job/teaching responsibilities and adhere to University policies and procedures until the effective date of my retirement. I further understand, acknowledge and agree that my voluntary retirement shall become effective on or before December 31, 2020.
3. I am voluntarily electing to retire from employment and to relinquish my tenured faculty status, if applicable, at Southeast Missouri State University in exchange for the following benefits provided pursuant to the VRIP:
 - a. I will receive a cash incentive amount equal to forty percent (40%) of my base salary as of the beginning date of the application window period. I understand that my “base salary” does not include benefits or any sum paid for summer, overload or other one-time payments.
4. I understand and acknowledge that acceptance of my application to participate in the VRIP and date of retirement will be decided at the sole discretion of the University based upon a variety of factors appropriate under the circumstances. I further understand that 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.
5. I understand that the University is making no representations concerning the tax effects, benefits or liabilities regarding elections I make with respect to receiving these supplemental benefits, and that the University has advised that I seek independent tax advice regarding these issues from my attorney, accountant or such other advisor as I may

choose. I further understand that the supplemental benefits I receive under the VRIP are subject to appropriate federal and state tax withholdings and payroll taxes and deductions, and hereby consent to such withholdings, taxes, and deductions.

6. I understand that the benefits paid pursuant to the VRIP are being paid by the University as consideration for my signing and complying with this Agreement and Release, and that such benefits are benefits to which I would not have been entitled had I not signed this Agreement and Release.
7. Effective upon execution of this Agreement, subject to the seven (7) day revocation period provided for in paragraph 11 below, on behalf of myself and my heirs, executors, administrators, successors and assigns, and for the consideration provided for in this Agreement, the sufficiency of which I acknowledge, I hereby waive, release, and settle and forever discharge, to the full extent permitted by law, Southeast Missouri State University, its Board of Regents, officers, employees, administrators, agents, representatives, successors and assigns, from any and all claims, including claims for attorney's fees and costs, and any and all actions, demands or liabilities of whatever kind or nature, arising out of, or in any way related to, my employment or termination of my employment with Southeast Missouri State University up to the date of the execution of this Agreement and Release. This waiver and release includes, but is not limited to, any claims or actions based upon constructive discharge or wrongful termination, or based upon contract, express or implied, or upon a tort claim of any kind, and any and all rights to file grievances with the University under the rules and policies of the University or the Board of Regents.
8. This waiver and release further includes claims arising under federal or state laws prohibiting discrimination, including, but not limited to, 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. Further, I expressly waive any claim, demand or right to reinstatement or rehiring to any position with the University. I fully understand and agree that the consideration provided for in this Agreement and Release is for my complete discharge and release of any and all claims and actions against the University, known or unknown, that can lawfully be waived and released, of whatever kind or nature.
8. I hereby promise that, on or before the effective date of my retirement, I will return to Southeast Missouri State University, all University property, including, but not limited to, keys, files, records, computer access codes, computer programs and any other property belonging to the University.

9. The construction, interpretation and performance of this Agreement and Release shall be governed by the laws of the State of Missouri.
10. I expressly acknowledge that I have been advised in writing (see Exhibit A to this Agreement and Release) of the unit or group of individuals covered by the VRIP, eligibility factors for the VRIP and any time limits applicable to the VRIP.
11. I expressly acknowledge that I have had a full opportunity to read and consider this Agreement and Release and its exhibits and to seek advice from any source I may desire regarding this Agreement and Release prior to executing it. I further expressly acknowledge that I have been advised by the University that I should seek consultation with an attorney before signing the Agreement. I expressly acknowledge that I am entering into this Agreement and release as a free and voluntary act, and fully understand, agree to and voluntarily accept all of its terms. I further acknowledge that I have not been coerced or threatened into signing this Agreement and Release, and represent and warrant that there exists no physical or mental condition known to me that would preclude me from executing this Agreement and Release.
12. I also expressly acknowledge that I have been informed that I have at least forty-five (45) calendar days from the date I initially received a copy of this Agreement and Release and its exhibits, or until March 7, 2019, whichever is later, to review and consider whether I wish to participate in this VRIP and submit an executed Application to Participate form. I also expressly acknowledge and understand that I have been informed that, if I wish to participate in the VRIP and the University accepts my application, this Agreement and Release must be executed and be received by the Office of the Human Resources no later than fourteen (14) calendar days from the date notification of acceptance is issued by the University. Further, upon execution of the Agreement and Release, I understand that I have a period of seven (7) calendar days within which I may revoke the agreement and Release in writing. If I should choose to revoke the Agreement and Release, I understand that the Office of Human Resources must receive my written notice of revocation by the end of the revocation period. I understand that this Agreement and Release and all of its terms are not effective or enforceable until the seven (7) day revocation period has elapsed, and then the Agreement and Release shall be retroactive to the date of execution.
13. I acknowledge that this Agreement and Release, including the exhibits hereto, constitute the entire agreement between the parties. Any agreement hereafter shall be ineffective to change, modify or discharge any of the terms and conditions of this Agreement and Release in whole or in part, unless such agreement is in writing and signed by all of the parties hereto.

In consideration of the covenants and conditions contained herein and for other good and valuable consideration as more fully described above, I hereby acknowledge and agree to the terms and conditions of this Southeast Missouri State University Voluntary Retirement Incentive Program (VRIP) Separation Agreement and General Release.

Signature of Faculty Member

Date

Agreement accepted by Southeast Missouri State University with an effective voluntary retirement date of _____, 20__.

Signature of President

Date