

**THE UNIVERSITY OF TEXAS AT TYLER**  
**VOLUNTARY SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS**

**GENERAL RELEASE OF ALL CLAIMS**

This Voluntary Separation Agreement and Release of All Claims ("Agreement") is entered into between \_\_\_\_\_ ("You") and The University of Texas at Tyler ("UT Tyler").

**RECITALS**

- A. You are employed by UT Tyler and voluntarily elected to participate in the UT Tyler Voluntary Separation Incentive Program ("VSIP") announced on September 1, 2017.
- B. The purposes of this Agreement are to end your employment with UT Tyler, resolve all claims arising out of your employment with and voluntary separation from employment with UT Tyler, and fully and completely resolve all disputes between you and UT Tyler (including the UT Tyler agents or employees, whether current or former).

**AGREEMENT – MATERIAL TERMS**

- 1. The parties agree that UT Tyler has not engaged in any improper or unlawful treatment of you.
- 2. You agree that your employment with UT Tyler will end at the close of business on \_\_\_\_\_, 2018 ("Voluntary Separation Date").
- 3. No later than 30 days after your Voluntary Separation Date, UT Tyler will pay you a lump sum of \_\_\_\_\_ ("Incentive Payment"), intended to equal **three months of your annual base salary** as of September 1, 2017, rounded to the nearest cent. The incentive payment is calculated using the 9 month base salary for tenured faculty and 12 month base salary for full-time staff.
- 4. The Incentive Payment shall be subject to appropriate tax withholdings and shall not count as compensation for the purpose of retirement contributions under the Teacher Retirement System of Texas or the Optional Retirement Program. The Incentive Payment shall be taxed as supplemental compensation unless you elect to direct the withholding of additional amounts.
- 5. The Incentive Payment is UT Tyler's entire financial obligation to you under the Agreement. By accepting the Incentive Payment, you agree that UT Tyler calculated it accurately.
- 6. You agree that, by executing this Agreement and in exchange for the Incentive Payment, you will be ineligible for employment with UT Tyler for 2 calendar years after your Voluntary Separation Date.
- 7. You forever release and discharge UT Tyler, The University of Texas System Board of Regents, and all their agents, successors, assigns, affiliates, attorneys, employees, and other representatives (collectively the "UT Tyler Releasees"), from all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatever kind and character, at law or in equity, that you may have now or in the future against the UT Tyler Releasees arising from acts or omissions occurring on or before the date you sign this Agreement. This release specifically covers all claims arising from or related to your employment with and separation from employment, or any act or omission by any UT Tyler Releasee occurring on or before you sign this Agreement (collectively "Released Claims"). This release includes all claims arising under statutory or common law, including, but not limited to, the Immigration Reform and Control Act; the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the Equal Pay Act of 1963; the Uniformed Services Employment and Reemployment Rights Act; the Texas Commission on Human Rights Act; any other federal or state law relating to discrimination in employment based upon age; the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act of 1990; and any other federal, state, or local laws or regulations. It also includes claims under the laws of contract and tort; federal and state claims growing out of allegations of retaliation based on alleged or actual

whistleblowing activities; and claims arising under UT Tyler and UT System policies. It excludes any claims that cannot lawfully be released by private agreement.

8. You promise never to file or cause to be filed a lawsuit or UT System grievance to assert any Released Claim. Nothing in this Agreement affects the U.S. Equal Employment Opportunity Commission's ("EEOC's") rights and responsibilities to enforce Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, or any other applicable law. Nothing in this Agreement prevents or interferes with your protected right to file a charge with the EEOC or any other state, federal or local government entity, or to participate, cooperate, or assist in an investigation or proceeding conducted by the EEOC or such an entity. However, you do release all rights to recover money or other individual relief, including reinstatement to UT Tyler employment, in connection with any investigation or proceeding referenced in this paragraph.

9. By entering into this Agreement, you dismiss and waive all appeals and grievances that are in progress or to which you may be entitled under the UT Tyler Handbook of Operating Procedures, *Rules and Regulations* of the UT System Board of Regents or UT Systemwide Policies ("UTSs") through the effective date of this Agreement. You also affirm that, to the best of your knowledge, you are not a plaintiff or claimant in any legal or administrative proceeding in which the UT Releasees are parties.

10. You understand and agree that this Agreement's release extends to all claims of whatever nature and kind, known or unknown, vested or contingent, past, present or future, arising from or attributable to any incident or event relating to your employment occurring in whole or in part on or before the date you sign this Agreement.

11. You agree that you enter into this Agreement of your own free will; that you have been encouraged to discuss this document with counsel or a representative of your own choosing; and that you have been encouraged to review this document thoroughly. You also agree that you (a) fully understand the contents and effect of this Agreement; (b) approve and accept the terms of this Agreement; (c) agree to be bound by this Agreement; and (d) freely and voluntarily sign this Agreement.

12. You and UT Tyler may not assign your rights under this Agreement or modify this Agreement except by a written amendment that references this Agreement and is signed by you and UT Tyler.

13. You have 45 calendar days after you receive this Agreement to consider its terms and sign it. You may sign this Agreement sooner. If you do so, your signature acknowledges that you knowingly and voluntarily waived the remainder of the 45-day review period.

14. You also have 7 calendar days after signing this Agreement to revoke it. To do so, deliver a written revocation to The University of Texas at Tyler Office of Human Resources 3900 University Blvd Tyler, TX 75799, no later than the close of business on the 7th calendar day after you signed this Agreement. If the 7th calendar day falls on a weekend or official university holiday, you must deliver it to UT Tyler by the close of the next business day after the 7th calendar day. If not revoked by the deadline, this Agreement shall become immediately effective and enforceable. If you revoke this Agreement, it shall not be effective or enforceable and you will not receive the Incentive Payment described in Paragraph 3 of this Agreement.

15. This Agreement shall be interpreted and enforced in accordance with Texas law. The venue for any disputes remedies arising from the Agreement shall be in Smith County, Texas.

16. This Agreement binds you and UT Tyler's heirs, personal representatives, successors and assigns, and inures to the benefit of you and UT Tyler, and your heirs, successors and assigns.

17. This Agreement is the sole and exclusive agreement between you and UT Tyler with respect to its subject matter. This Agreement also supersedes any prior written or oral understandings or agreements you and UT Tyler have respecting its subject matter. Forbearance or indulgence by you or UT Tyler shall

not waive their rights to enforce any term or provision of this Agreement. Moreover, neither you nor UT Tyler can waive your rights except in writing by the party making the waiver.

18. If a court determines that any portion of this Agreement is unenforceable or contrary to state or federal law or regulation, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable portion.

19. This Agreement may be signed in counterparts. A copy of the Agreement is as admissible as the original in any subsequent proceeding.

**FOR EMPLOYEE:**

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Your Full Name (printed)

\_\_\_\_\_  
Employee Email Address

\_\_\_\_\_  
Department Name

\_\_\_\_\_  
Employee Telephone Number

**FOR UT TYLER:**

\_\_\_\_\_  
William O'Donnell  
Vice President for Business Affairs  
The University of Texas at Tyler

\_\_\_\_\_  
Date