

### **Voluntary Separation Agreement**

This Agreement is between Texas A&M University (the "University") and \_\_\_\_\_ ("Employee"). For and in consideration of the mutual promises and covenants expressed herein:

- 1) Effective \_\_\_\_\_, (separation date must be on or before August 31, 2017) Employee shall forfeit tenure and resign as an employee at the University.
- 2) In consideration for Employee's voluntary decision to resign, which is further evidenced by the waiver included in paragraph 5 herein, the University shall make the Voluntary Incentive Payment described herein.
- 3) The University shall make a one-time Voluntary Incentive Payment of \_\_\_\_\_, less all required federal and state taxes and deductions as required by law. No retirement contributions will be withheld from or made by the University on the basis of the Voluntary Incentive Payment. Acceptance of the Voluntary Incentive Payment shall constitute Employee's acceptance of the accuracy of the calculation of the amount of the Voluntary Incentive Payment. This payment will be made no later than forty-five (45) working days after the date of separation.
- 4) This Agreement is not intended to address or in any way affect Employee's eligibility for retirement benefits. Employee is solely responsible for consulting with his/her retirement program to determine eligibility for and the amount of any annuity, determining eligibility for retiree health benefits, if any, and applying for such benefits, if any, in accordance with state law.
- 5) In consideration for the Voluntary Incentive Payment provided for in this Agreement, the Employee hereby releases the University, University's officers and employees, The Texas A&M University System ("System"), and the System's officers and employees from all claims, demands and causes of action of any kind whether known or unknown arising under the law, in equity or otherwise, and whether based in tort, contract, statute, the constitutions of the United States or the State of Texas or any other basis that Employee has or may have as of the date of execution of this Agreement, including but not limited to claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 29 U.S.C. Section 621 et seq., as amended by the Older Worker's Benefit Protection Act of 1990 or any other federal or state law relating to discrimination in employment based upon age. Employee does not release any claim, demand, or cause of action that may arise after the date of execution of this Agreement. In addition, nothing in this Agreement shall affect or interfere with Employee's right to file a charge with the Equal Employment Opportunity Commission or to participate, cooperate, or assist in an investigation or proceeding conducted by the Equal Employment Opportunity Commission. However, Employee is releasing all rights to recover

money or other individual relief in connection with any investigation or proceeding referenced in this paragraph.

- 6) Employee agrees that by entering into this Agreement Employee hereby dismisses any complaints and waives any and all institutional appeals, grievances and procedures to which Employee is or may be entitled under the Policies, Regulations and Rules of the System and the University.
- 7) Employee agrees that on or before the effective date of Employee's resignation, Employee will return all University property.
- 8) Employee acknowledges that Employee has had at least 45 days, beginning September 6, 2016, to consider whether to enter into this Agreement. Employee may revoke this agreement up to seven (7) days after the execution of this Agreement by notifying Dean of Faculties Office, 108 YMCA, TAMU 1126, College Station, TX, 77843 in writing, on or before 5 p.m. of the first business day following the seventh (7<sup>th</sup>) calendar day after the execution of the Agreement by Employee.
- 9) Employee is hereby advised to consult with an attorney prior to executing this Agreement. Employee acknowledges that Exhibit A to this Agreement is a copy of the Voluntary Separation Program Guidelines that were provided to Employee on September 6, 2016 and describes those individuals covered by the Voluntary Separation Program, eligibility factors for the Program and any time limits applicable to the Program. Employee acknowledges further that Employee has been provided with access to a list of the number of employees in Employee's organizational unit, by age, and job title who are eligible and who are not eligible to elect to receive benefits pursuant to this Program. Employee has had access to the contents of Exhibit A and the list of the number of employees in Employee's organizational unit who are eligible and who are not eligible to elect to receive benefits pursuant to this Program for at least 45 days.
- 10) The terms of this Agreement shall be subject to and interpreted in a manner consistent with the laws of the State of Texas and of the United States.
- 11) This Agreement is not assignable. This Agreement shall not be amended, modified or altered unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the parties.
- 12) This Agreement is subject to the Policies, Regulation and Rules of the System and the University as currently in effect or as hereinafter amended, including specifically policies, regulations and/or rules relating to termination for cause, financial exigency and/or program discontinuance.
- 13) This Agreement constitutes the sole and exclusive agreement of the parties with respect to the subject matter hereof and supersedes any prior written or oral

understandings or agreement respecting the subject matter within. Forbearance or indulgence by any party in any regard shall not constitute a waiver of any term or provision of this Agreement. No waiver shall be binding unless executed in writing by the party making the waiver.

- 14) This Agreement shall become effective eight days following the date of execution by both parties unless revoked in writing by Employee in accordance with the provisions of paragraph 8 above.

**Employee:**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

State of Texas §

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument. WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**Texas A&M University**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_