



Tennessee State University

Voluntary Employee Separation Plan

Presented to the TSU Board of Trustees

June 18, 2020

**Tennessee State University
Voluntary Employee Separation Plan**

INTRODUCTION

Tennessee State University (hereinafter the “University”), has adopted the Tennessee State University Voluntary Employee Separation Plan (hereinafter the “VESP”), effective June 18, 2020, approval date (the “Effective Date”), for the benefit of Eligible Employees as described in this program document.

Over the past several years, the University has focused resources, both human and capital, on strategic initiatives for long term stability and growth. The University engaged a consultant to aid the institution in assessing its structure, operations, and resources to ensure the institution’s sustainability moving forward. The University also engaged in a Strategic Planning process to help the institution establish priorities and goals to promote future growth, effectiveness and relevance.

As the University continues its efforts to ensure effective growth and sustainability, the University will be undertaking measures to better align its structure and personnel with its priorities and available resources. The VESP has been established as one of these alignment measures. The VESP is designed to provide Eligible Employees who voluntarily elect to separate employment with the University with severance pay and severance benefits as described in this plan document.

This document serves as the program document governing the terms of the Voluntary Employee Separation Plan(VESP). The VESP’s terms and conditions, including eligibility for the VESP and the benefits paid under the VESP, are governed by this document.

All employees should refer to this document for information concerning any rights and obligations s/he may have under the VESP.

Throughout this document, the following definitions apply:

“Eligible Employee” – means an employee of the University who meets the eligibility criteria described below in this plan document and is therefore invited to participate in the VESP.

“Participant” – means an Eligible Employee who submits an application to participate in the VESP and is accepted into the program.

“regular employee” means an employee who is employed for an ongoing, indefinite period and who is paid from an individual position number in a department’s budget.

- *“actively employed”* means being actively at work; on vacation; on sick leave; on military leave; on paid leave of absence; or on an approved unpaid leave of absence.
- *“faculty”* means personnel whose regular assignments include instruction, research, and/or public service as a principal activity, who hold academic rank as professor, associate professor, assistant professor or instructor at the institution and who do not hold a 12-month administrative or academic professional or executive position at the University who for the purposes of the VESP shall be considered executive, administrative, or professional employees.
- *“hourly paid/non-exempt”* means personnel who perform primarily clerical and/or supporting functions. This type of employee is required to report all hours worked, is subject to overtime provisions of the Fair Labor Standards Act (FLSA), and is paid an hourly rate on a biweekly basis.
- *“executive, administrative or professional”* means personnel who hold regular, fiscal year positions who primarily have executive or administrative responsibilities and whose positions require recognized professional achievement acquired by formal training or

equivalent experience. This type of employee is classified as exempt from the provisions of the Fair Labor Standards Act (FLSA).

- “grant-funded positions” means positions that are funded in full by a grant or contract from an agency or entity external to the University and therefore are contingent on the agency's continued support at a full level of funding throughout the duration of the appointment.

THE PROGRAM IS VOLUNTARY

Participation in the VESP shall be on a strictly voluntary basis for all employees deemed eligible for participation. The choice is entirely up to the employee. No one at the University may require an employee to accept or reject participation in the VESP. Employees are encouraged to consider the program and determine if it is the right opportunity for them.

The existence of the VESP does not in any way change the employee’s relationship with the University. Employees are free to choose to participate or not to participate. The employee should understand that if s/he is eligible and declines to participate, s/he will not be treated any differently with respect to future terms and conditions of employment than any other similarly situated employee. The employee should also understand that the VESP does not provide any right to future employment with the University or otherwise affect the status or terms and conditions of the current employment relationship, except that the employment relationship with the University will end on the Voluntary Separation Date, as defined below, should the employee’s application to participate in the VESP be accepted.

ELIGIBLE EMPLOYEES

The VESP is applicable only to an Eligible Employee. One is an “**Eligible Employee**” if s/he is actively employed by Tennessee State University with at least seven (7) years of service to the University based on the type of position the employee holds as of June 30, 2020, in a regular position and meets the criteria defined below for the various types of employment as of June 30, 2020.

Eligibility Criteria by Type of Employee

<p>Faculty</p> <p>...Actively employed ...with at least seven (7) years of service to the University ...in a regular faculty position as of June 30, 2020 ...in an appointment that is associated with the expectation of continuous employment at the University (excluding visiting professors, postdoctoral researchers, adjunct faculty, and instructors on a one-year or one semester appointment</p>	<p>All other employees (staff) Executive, Administrative, Professional, Clerical and Support staff</p> <p>...Actively employed ...with at least seven (7) years of service to the University ...in a regular position</p>
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<p>from eligibility)</p> <p>Not: ...in a grant-funded position ...employed in an excluded function ...covered under any of the Conditions of Ineligibility outlined below</p>	<p>Not: ...in a grant-funded position ...an academic dean ...a member of the President's cabinet. ...covered under any of the Conditions of Ineligibility outlined below</p>
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Under the VESP:

CONDITIONS OF INELIGIBILITY

The employee shall not be eligible for severance pay or severance benefits under the VESP if the VESP Administrator determines that any of the following apply:

- (a) the employee position is in one of the Excluded Functions as defined by the VESP Administrator and outlined below;
- (b) the employee is not or ceases to be an “Eligible Employee” as defined above;
- (c) the employee submits a resignation notice after July 30, 2020, for staff and after September 15, 2020, for faculty;
- (d) the employee submits an effective notice of retirement after July 30, 2020 for staff and September 15, 2020 for faculty. For purposes of the VESP, employees who have left their position and attained their retirement date or are on their terminal leave are deemed to have submitted an effective notice of retirement;
- (e) the employee is terminated by reason of unacceptable performance or because of a violation of law, rule, or policy prior to the University’s approval of the employee’s VESP application;
- (f) the employee accepts a position in one of the Excluded Functions at the University before the Voluntary Separation Date;
- (g) the employee leaves employment with the University before the Voluntary Separation Date (for reasons other than retirement pursuant to a notice of retirement received on or before July 30, 2020 for staff and September 15, 2020 for faculty); or
- (h) the VESP is terminated prior to its completion.

EXCLUDED FUNCTIONS

Employees of the following functions are not eligible to apply for participation in the VESP:

- Research support units with extramurally funded grant positions at any percent, and
- The University President's Cabinet Members and Academic Deans.

In addition, the University reserves the right to decline an application under circumstances where the University deems necessary, including, but not limited to situations where the employee: 1) performs a critical function for the University; 2) is the only employee performing that function such that the person's job responsibilities cannot be shifted or replaced; or 3) because of the critical nature of the function that the employee fulfills, there is insufficient time to hire a replacement for the employee without severe damage to the operations of the University. This right to deny an application may only be exercised at the discretion of the President of Tennessee State University, with the advice of the President's Cabinet.

VESP APPLICATION PROCEDURE

If one is an Eligible Employee, s/he may apply to participate in the VESP by (i) signing the VESP application form indicating that s/he wishes to elect to voluntarily separate from employment with the University and obtain severance pay and benefits, and (ii) submitting the signed application form to the VESP Administrator on or before **July 31, 2020, for staff and September 15, 2020, for faculty**. The VESP application form is attached hereto as **Attachment 1**.

Properly completed application forms must be either emailed, hand delivered or mailed via regular or express mail or private courier to the VESP Administrator, Department of Human Resources, Tennessee State University, 3500 John A Merritt Blvd., Nashville, TN 37209. Application forms must be received by the VESP Administrator no later than **4:30 p.m.** Central time on **July 31, 2020, for staff and September 15, 2020, for faculty will not be considered**. All VESP applications are subject to the University's approval.

Application forms sent by electronic mail will be accepted. The University will not be responsible for lost mail.

The employee may revoke the application form on or before August 31, 2020, for staff and October 15, 2020, for faculty. If the application form is not revoked by the applicable date and the employee is accepted into the VESP, then the employment with the University will terminate as of the Voluntary Separation Date (as defined below). The revocation letter must be in writing to the VESP Administrator and must be personally delivered, mailed via regular or express mail or private courier, or emailed, with a return receipt request to the VESP Administrator, vesp@tnstate.edu, Department of Human Resources, Tennessee State University, 3500 John A Merritt Blvd., Nashville, TN 37211. Any revocation letters submitted via U.S. mail must be received by the VESP Administrator no later than **4:30 p.m.** Central time, seven days after the revocation period.

Revocations sent by facsimile or campus mail will not be accepted. The University will not be responsible for lost mail. The VESP Administrator will notify in writing the applicants who meet the conditions of the VESP and are approved as Participants. An Eligible Employee whose VESP application is approved shall be considered a "**Participant**" under the VESP. The date a Participant terminates employment with the University in accordance with the VESP will be his or her "**Voluntary Separation Date.**" The notification of approval of applications will be postmarked no later than **September 30, 2020, for employees and November 15, 2020, for faculty**. The VESP Administrator will notify in writing each Participants' department or unit head seven (7) days after the notification to the appropriate Participant.

Unless approved otherwise in writing, a Participant's employment with the University shall terminate on **October 31, 2020, for staff and December 31, 2020, for faculty.**

A Participant shall abide by the University's standards of conduct and satisfactorily perform his or her job responsibilities up to and including his or her Voluntary Separation Date. A Participant whose employment with the University terminates before his or her Voluntary Separation Date for any reason other than in accordance with the terms of the VESP shall not be eligible to receive severance pay and severance benefits under the VESP.

WAIVER AND RELEASE

In order to be eligible to receive the severance pay and severance benefits, a VESP Participant must submit a signed Waiver and Release Agreement to the VESP Administrator by no later than 4:30 p.m. Central time on the Voluntary Separation Date. The required Waiver and Release Agreement is attached hereto as **Attachment 2.**

A Participant may revoke the signed Waiver and Release Agreement within seven (7) calendar days of the date he or she submits the signed Waiver and Release Agreement to the VESP Administrator. Any such revocation must be in writing and received by the VESP Administrator, via email, in person or by mail via regular or express mail or private courier addressed to VESP Administrator, Department of Human Resources, Tennessee State University, 3500 John A. Merritt Blvd., Nashville, TN 37209. Any revocation received after the seven (7) calendar days period will not be effective. A Participant who timely revokes his or her Waiver and Release Agreement shall be deemed to have voluntarily resigned from employment as of the Voluntary Separation Date and will not be eligible to receive any severance pay or benefits under the VESP. A Participant who submits a signed Waiver and Release Agreement and who does not exercise his/her right of revocation shall be eligible to receive severance pay and severance benefits.

SEVERANCE PAY

Each Participant who executes and does not revoke a Waiver and Release Agreement will receive the following severance pay:

(a) Base Severance Payment

Each Participant in the VESP will receive a "base severance payment" equal to one year of base salary for faculty and six months or one-half year salary for staff employees as of the effective date of June 30, 2020. Under the VESP, the following calculations will be utilized to determine the "rate of pay":

- For faculty (9 and 12 months) participants, the annual base salary will be paid.
- For staff participants, one-half of the annual salary will be paid.

(b) Amount Equivalent to Twelve (12) Months of University's Portion of Health Insurance

Participants will also receive an amount equivalent to twelve (12) months of the University's

portion of the monthly health insurance premium paid on the employee's behalf by the University based on actual plan election.

SEVERANCE BENEFITS:

Participants shall also be entitled to:

- Wellness Center and Discounts - Membership in the TSU Wellness Center and faculty/staff discounts, where applicable, for TSU athletic and other sponsored events for a period of two years from the date of separation of employment.
- Library – use of the library for up to two years after separation of employment.
- Educational Assistance – payment of one class (up to four hours) for the employee at TSU for Spring 2021.

PAYMENT OF SEVERANCE PAY

The University shall pay severance pay in a lump sum within **31** days following the deadline for the Participant to revoke the Waiver and Release Agreement, which will be due no later than seven calendar days after the Voluntary Separation Date. The University shall deduct from severance pay all legally required taxes, other withholding, and any sums owing to the University.

Notwithstanding the above, any severance payment will only be paid after the seven-day revocation period for the signed Waiver and Release Agreement has passed. If a Participant who has signed the Waiver and Release Agreement dies before receiving all of the severance pay, the University shall pay the remainder to the deceased employee's designated beneficiary or estate.

VESP ADMINISTRATION

The VESP Administrator is the Associate Vice President for Human Resources/CHRO. In making initial determinations, the VESP Administrator shall have the discretionary authority to determine eligibility for severance pay and severance benefits and to construe the terms of the VESP, including the making of factual determinations. The decisions of the VESP Administrator shall be final and conclusive with respect to all questions concerning eligibility and the procedural administration of the VESP within the terms of this document. The VESP Administrator's address is:

Department of Human Resources
Tennessee State University
3500 John A. Merritt Blvd.
Nashville, TN 37209

The VESP Administrator may delegate to other persons responsibilities for performing certain of the duties of the VESP Administrator under the terms of the VESP and may seek and rely upon such delegated personnel and expert advice as the VESP Administrator deems reasonably necessary with respect to the VESP.

PAY AND OTHER BENEFITS

Pay and benefits, except severance pay and severance benefits specific to the VESP, payable to the employee upon voluntary separation from employment with the University shall be paid in

accordance with the terms of those established policies, plans, and procedures with two exceptions: for all VESP Participants, including retirees, the payments for any (a) accrued but unused annual leave or (b) accrued salary, will be made in a lump sum payment on the Participants' last regular payroll.

NO RE-EMPLOYMENT OR OTHER WORK WITH THE STATE

Generally, a Participant, who accepts the VESP cannot, for a period of three years from their separation date, work in any capacity—whether as an employee, temporary employee, independent contractor, or as a consultant—for TSU.

QUESTIONS REGARDING THE VESP

For additional information or if you have general questions about the VESP:

- Go to: <http://www.tnstate.edu/hr/buyout.aspx> and click on Voluntary Separation Program for the web page. The link will provide answers to frequently asked questions, a calendar of important VESP dates, news and updates, and links to other resources for employees.
- Email VESP@tnstate.edu.
- Call the Department of Human Resources at (615) 963-5281.
- The Department of Human Resources will host information sessions to explain the Voluntary Employee Separation Plan and answer questions. Visit the VESP website for additional information.

DISPUTES REGARDING APPLICATION OF THE VESP

If, for any reason, you dispute or disagree with the application of the VESP with regard to your situation, please contact the VESP Administrator in writing at the address set forth above. The VESP Administrator will attempt to resolve any disputes. In order to be considered, any dispute or disagreement you may have must be emailed, delivered or postmarked not later than thirty (30) calendar days from the date of the occurrence of the matter giving rise to dispute or disagreement or within thirty (30) calendar days after you, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the matter giving rise to the dispute or disagreement. The decision of the VESP Administrator shall be deemed final. Any and all monetary claims against TSU, its officers, governing board, employees and agents in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. §9-8-307.

NO ASSIGNMENT OF VESP BENEFITS

Under no circumstance may severance pay or benefits be subject to anticipation, alienation, pledge, sale, transfer, assignment, garnishment, attachment, execution, encumbrance, levy, lien, or charge, and any attempt to cause any such severance pay or benefits to be so subjected shall not be recognized, except to such extent as required by law.

CONFIDENTIAL INFORMATION/COOPERATION

Participants must agree to keep and maintain the confidentiality of any and all information that they acquired during their employment with the University that is treated as confidential and Non-disclosable under state or federal law. Each Participant shall cooperate with the University and its legal counsel in connection with any current or future investigation or litigation relating to any matter in which the Participant was involved or of which the Participant has knowledge, or which occurred during the Participant's employment. Such assistance shall include, but not be limited to, depositions, testimony and interviews and shall continue until such matters are resolved.

MAXIMUM PAYMENT

The severance pay and severance benefits available under the VESP is the maximum severance related payment made available by the University in the event an Eligible Employee's application for voluntary separation from employment is approved. To the extent that the State pays to the Participant any disability retirement benefits from the Tennessee Consolidated Retirement System or any temporary total, temporary partial, or similar benefits based on a worker's compensation claim (collectively, "Offset Benefit"), the VESP severance pay and severance benefits available will be reported to the State and may be reduced by the amount of such Offset Benefit to the fullest extent permitted by law. The State, in its absolute discretion, reserves the right to offset any Offset Benefit but in no event will the amount paid under the VESP equal less than one month of pay (as calculated above) which shall be severance pay in consideration for the Waiver and Release Agreement.

AMENDMENT OF THE VESP

The VESP may be amended in any respect at any time, retroactively or otherwise, by the University at its discretion by means of an authorized written amendment to the VESP approved by the President of the University. Notwithstanding the foregoing, no amendment of the VESP may reduce the severance pay and severance benefits previously granted to a Participant under the VESP.

INFORMATION TO BE FURNISHED

Eligible Employees and Participants shall furnish to the VESP Administrator such documents, data, or other information as the VESP Administrator considers necessary or desirable for the purpose of administering the VESP. Severance pay and severance benefits under the VESP for each Eligible Employee or Participant are on the condition that such person shall furnish full, true, and complete documents, data, or other information, and shall promptly sign any document reasonably related to the administration of the VESP requested by the VESP Administrator.

RECOVERY OF VESP BENEFITS MADE BY MISTAKE

A Participant shall be required to return to the University any severance pay or benefits, or portion thereof, made by a mistake of fact or law.

REPRESENTATIONS CONTRARY TO THE VESP

No employee of the University has the authority to alter, vary or modify the terms of the VESP, except by means of an authorized written amendment to the VESP approved by the President of the University. No verbal or written representations contrary to the terms of the VESP and its written amendments shall be binding upon the VESP, the VESP Administrator or the University.

NO EMPLOYMENT RIGHTS OR CONTRACT

The VESP shall not confer employment rights upon any person. Nothing contained in the VESP shall be construed as a contract of any kind between the University or any related entity and any person. No person shall be entitled by virtue of the VESP to remain in the employ of the University and nothing in the VESP shall restrict the right of the University to terminate the employment of any Eligible Employee. The University shall not be under any obligation to employ, re-employ or consider for employment or reemployment any Participant in the VESP.

APPLICABLE LAW

The VESP shall be governed and construed in accordance with the laws of the State of Tennessee, without reference to its conflicts of law provisions.

SEVERABILITY

If any provision of the VESP is found, held, or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or other controlling law, the remainder of the VESP shall continue in full force and effect.

RETURN OF UNIVERSITY PROPERTY

All University property (e.g., keys, documents and records, uniforms, identification cards, etc.) shall be returned by a Participant to the University on or before his or her Voluntary Separation Date in order for such Participant to receive severance pay and severance benefits under the VESP.

RECOMMENDATION OF ATTORNEY REVIEW

Eligible Employees are advised to contact their personal attorneys at their own expense to discuss the VESP and to review the Waiver and Release Agreement, if they so desire.



Attachment 1
VOLUNTARY EMPLOYEE SEPARATION PLAN
APPLICATION

I wish to apply for the Voluntary Employee Separation Program (VESP). In submitting my application, I agree to and acknowledge the following terms and conditions associated with the VESP.

- Application Submission. This application must be delivered, emailed to the VVESP Administrator, or mailed via regular or express mail, or private courier, and received by the VESP Administrator at the address below by 4:30 p.m. Central time, **July 31, 2020, for staff and September 15, 2020 for faculty.**
- Acknowledgement of Terms and Conditions. I acknowledge that in addition to the terms and conditions contained in this application, the complete terms and conditions of the VESP are set forth in the VESP plan document. I further acknowledge that in the event of any perceived conflict between this application and the VESP plan document, the terms of the VESP plan document shall take control and supersede this application.
- Revocation of Application. I understand that I may revoke my signed application by notifying the VESP Administrator in writing, on or before **August 31, 2020, for staff and October 15, 2020, for faculty.** The revocation letter must be delivered by 4:30 p.m. Central time on said dates. I acknowledge that if I revoke my application, I shall not be entitled to any severance pay or benefits. I further acknowledge that I may not revoke my application after the revocation deadlines set forth in this application, and in the event I do not revoke my application in a timely manner, I will be subject to separation from the University in the event my application is approved.
- Voluntary Participation. I acknowledge and understand that my decision to apply is voluntary.
- Waiver and Release Agreement. I agree that as a condition of my participation in the VESP, in the event my VESP application is approved, I must submit a signed Waiver and Release Agreement to Human Resources by no later than my Voluntary Separation Date. I acknowledge that I will not be eligible to receive severance pay and benefits, if I do not sign the Waiver and Release

Agreement, or if I revoke my signed Waiver and Release Agreement. I further acknowledge that if I am approved for the VESP, and I do not sign the Waiver and Release Agreement or I revoke my signed Waiver and Release Agreement, my employment will be terminated on my Voluntary Separation Date, and I will not be entitled to any severance pay or benefits under the VESP.

- Retirement Issues Associated with the VESP. I understand that if I am eligible for retirement benefits under the State’s retirement plan and elect to voluntarily terminate my employment before my VESP application is approved, my employment will be terminated even if the University denies my VESP application. I agree and acknowledge that I may contact Human Resources to discuss retirement options in the event that I am approved for the VESP.

Print Employee Name

T- Number

TSU Employment Date

Employee Email Address

Job Title

Department Name

Employee Daytime Phone Number

Employee Cell Number

Date

Employee Signature

*Submit the completed application to the following mailing or personal delivery address: Tennessee State University, Department of Human Resources, ATTN: VESP Administrator, 3500 John A. Merritt Blvd., Nashville, TN 37209; or emailed to: vesp@tnstate.edu. **Applications received by fax and campus mail will not be accepted.**



Attachment 2
TENNESSEE STATE UNIVERSITY
VOLUNTARY EMPLOYEE SEPARATION PLAN
WAIVER AND RELEASE AGREEMENT

1. **Separation from Employment.** I understand that my last day of employment (Voluntary Separation Date) shall be _____. I acknowledge and agree that I have decided to voluntarily separate my employment with Tennessee State University (hereinafter the "University"), under the terms of the Voluntary Separation Plan document, having made that decision myself of my own free will, and after having had a reasonable period of time to make that decision and consider the consequences thereof, including but not limited to those set forth below.

2. **General Release.** In consideration for the severance pay and other benefits to be provided to me under the terms of **TENNESSEE STATE UNIVERSITY VOLUNTARY EMPLOYEE SEPARATION PLAN ('VESP')**, I, on behalf of myself and my heirs, executors, administrators, attorneys and assigns, hereby waive, release and forever discharge the Tennessee State University Board of Trustees, including its individual Trustees, Tennessee State University, including but not limited to departments, boards, divisions, affiliates, directors, attorneys, employees, employee benefit plans, insurers, assignees, fiduciaries, administrators, trustees, and legal representatives (collectively, referred to as "University"), both past and present from any and all known or unknown actions, causes of action, claims or liabilities of any kind which have been or could be asserted against the State or University arising out of or related to my employment with and/or separation from employment with the University and/or any other occurrence up to and including the date on which I sign this Agreement, including but not limited to:

(a) any and all claims, actions, causes of action or liabilities arising under the Constitution of the United States of America, the Constitution of the State of Tennessee, the Reconstruction Era Civil Rights Act (42 U.S.C. §§ 1981-1988), Title VI of the Civil Rights Act of 1964, as amended, Title VII of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments Act of 1972, as amended, the Age Discrimination in Employment Act, as amended ('ADEA'), the Rehabilitation Act, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, the National Labor Relations Act, as amended, the Worker Adjustment and Retraining Notification Act, and/or any other federal, state, municipal, or local employment-related statutes or ordinances (including, but not limited to, discrimination claims based on age, sex, attainment of benefit plan rights, race, ethnicity, religion, national origin, marital status, sexual orientation, ancestry, harassment, parental status, handicap, disability, retaliation, and veteran status); and

(b) claims, actions, causes of action or liabilities arising under any other federal, state, municipal or local statute, law, ordinance or regulation, including but not limited to Title 8 of the Tennessee Code, the Tennessee Human Rights Act, as amended (Tenn. Code Ann. § 4-21-401 et seq.), and the Tennessee Family Leave Act (Tenn. Code Ann. § 4-21-408); and/or

(c) any claim that I might have for unemployment compensation through the Tennessee Department of Labor and Workforce Development arising out of my separation from University employment; and/or

(d) any other claim, grievance or complaint whatsoever, including but not limited to claims for severance pay, claims based upon breach of contract, claims for attorney's fees, wrongful termination, promissory estoppel, defamation, intentional infliction of emotional distress, tort, personal injury, invasion of privacy, violation of public policy, negligence and/or any other common law, statutory or other claim or grievance whatsoever arising out of or relating to my employment with and/or separation from employment with the University.

Notwithstanding the above General Release of all claims, I am **not** waiving or releasing: (i) claims for workers' compensation; (ii) claims for medical conditions caused by exposure to hazards during my employment of which I was not aware before or at the time I signed this Agreement; (iii) claims arising after my Voluntary Separation Date; (iv) claims for vested or accrued benefits under a State employee benefit plan; or (v) my rights to file a charge with the U.S. Equal Employment Opportunity Commission ("EEOC") or any other federal or state fair employment practices agency and to participate in an agency investigation. I am, however, waiving all rights to recover money or other individual relief in connection with any charge filed by myself, EEOC, or any other person or entity.

3. RELEASE OF ALL CLAIMS. I UNDERSTAND AND AGREE THAT, OTHER THAN THE EXEMPTED CLAIMS AND CLAIMS THAT CANNOT BE WAIVED BY LAW, I AM WAIVING AND RELEASING ANY AND ALL CLAIMS AGAINST THE UNIVERSITY, INCLUDING BUT NOT LIMITED TO CLAIMS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, UP TO THE DATE OF MY VOLUNTARY SEPARATION DATE, IN EXCHANGE FOR CONSIDERATION TO WHICH I AM NOT OTHERWISE ENTITLED.

4. Consideration. I specifically acknowledge and agree that the benefits payable to me under the VESP exceed any amounts otherwise due to me upon my voluntary separation from employment with the University.

5. No Re-employment or Other Work. I also agree, for a period of three (3) years from my Voluntary Separation Date, not to seek or accept employment at TSU, including work as an employee, independent contractor, or consultant, and further agree that the University is under no obligation to employ me or re-employ me or to consider me for employment or re-employment during that period.

6. Time Period and Other Information. I acknowledge that I have been given at least thirty (30) days to consider this Agreement before signing.

I further acknowledge that I have been advised in writing by this Agreement to consult with an attorney before signing this Agreement, to help ensure that I fully understand the significance of all terms and conditions of this Agreement.

7. Return of University Property. On or before my Voluntary Separation Date, I must return to my immediate supervisor all University property in my possession or control, whether at work or elsewhere, including but not limited to keys, cell phone, uniforms, laptop computer, pda, identification badge, credit cards, calling cards, parking tag, University documents or recordings, and any other property of Tennessee State University.

8. Employee Acknowledgements. I also acknowledge and agree that I: (i) have been paid for all hours worked, including overtime, up through the last pay period for which I was paid before signing this Agreement; and (ii) have not suffered any on-the-job injury for which I have not already filed a claim.

9. Non-Disclosure. I agree to keep and maintain the confidentiality of any and all information that I acquired during my employment with the University that is treated as confidential and non-disclosable under state or federal law.

10. Cooperation with Counsel. I agree to cooperate with the University and its legal counsel in connection with any current or future investigation or litigation relating to any matter in which I was involved or of which I have knowledge, or which occurred during my employment with the University. Such assistance shall include, but not be limited to depositions and testimony, and shall continue until such matters are resolved. However, nothing in this section is intended to waive or limit rights that are excluded from the General Release.

11. Enforceability. If any provision of this Agreement is deemed invalid or unenforceable for any reason by a court or other tribunal of competent jurisdiction, it shall not be stricken in its entirety or held void or unenforceable, but rather shall be deemed modified to make it enforceable to the maximum extent legally permissible, and the Agreement's remaining provisions shall continue in full force and effect.

12. **Revocation.** I understand that I may revoke this Agreement within seven (7) days after signing and that any revocation must be made in writing and received within those seven (7) days either hand-delivered, emailed, or mailed via regular or express mail or private courier to VESP Administrator, Human Resources, Tennessee State University, 3500 John A. Merritt Blvd., Nashville, TN 37209. I further understand that if I revoke this agreement, then: (i) I shall not receive the VESP Benefits, and (ii) I shall nonetheless separate from employment with Tennessee State University as of my Voluntary Separation Date.

13. **Final Acknowledgments.** I further acknowledge and agree that: (i) I have carefully read and fully understand this Agreement in its entirety; (ii) I have been advised to consult an attorney before signing this Agreement and have had sufficient opportunity to do so; (iii) no other promise or inducement have been made to induce me to enter into this Agreement; (iv) this Agreement, including the terms of the VESP, is the entire agreement regarding the terms of my separation from employment with the University ; and (v) no other promise or agreement shall be binding unless reduced to writing and signed by the parties. I also acknowledge and agree that I have knowingly and voluntarily entered into this Agreement by signing below.

Print Name

T-Number

Job Title

Department Name

Signature

Date



Attachment 3
**TENNESSEE STATE UNIVERSITY
VOLUNTARY EMPLOYEE SEPARATION PLAN**

REVOCATION REQUEST

I, _____, do hereby withdraw my application for the Voluntary Employee Separation Plan that I previously submitted. I am revoking my application and understand that by revoking my previous application, I am not entitled to the severance package as presented in the VESP plan document.

Print Name

T-Number

Job Title

Department Name

Signature



Attachment 4
**TENNESSEE STATE UNIVERSITY
VOLUNTARY EMPLOYEE SEPARATION PLAN**

WAIVER AND RELEASE AGREEMENT REVOCATION REQUEST

I, _____, do hereby withdraw my Waiver and Release Agreement that I previously submitted. I understand that by revoking this agreement, (i) I shall not receive the VESP Benefits, and (ii) I shall nonetheless separate from employment with Tennessee State University as of my Voluntary Separation Date.

Print Name

T-Number

Job Title

Department Name

Signature

Date