

Austin Peay State University

VOLUNTARY SEPARATION INCENTIVE PROGRAM

INTRODUCTION

Austin Peay State University (hereinafter “APSU” or “the University”), has adopted *the Austin Peay State University Voluntary Separation Incentive Program* (hereinafter the “VSIP”), which will become effective as of the date of TBR approval (“effective date”), for the benefit of Eligible Employees as described in this document. Buyouts will be funded with institutional reserves which will be restored through salary savings during the period of position vacancy effected by the VSIP.

The University has focused resources, both human and capital, on strategic initiatives to support long term growth. APSU’s Strategic Plan will identify goals related to sustainability and targeted growth for the University. In order to realize these goals, it is necessary to review all of our resources and make changes as necessary, including improvements in staffing organization and compensation for employees. This VSIP has been established in an effort to provide funds toward employee compensation increases and to increase flexibility whereby managers may rebalance financial and human resources into strategic areas of the University. The VSIP 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 program document.

This document shall serve as the program document governing the terms of the VSIP. Eligibility for the VSIP and the benefits paid under the VSIP are governed by the terms of this document. The employee should refer to this document for information concerning any rights and obligations s/he may have under the VSIP.

THE PROGRAM IS VOLUNTARY

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

The existence of the VSIP 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 from any other similarly situated employee. The employee should also understand that the VSIP 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 VSIP be accepted.

Eligible Employees

The Voluntary Separation Incentive Program (VSIP) is applicable only to an Eligible Employee. An “**Eligible Employee**” is one who is actively employed by the University with at least ten (10) years of State of Tennessee service as of March 31, 2016, in a regular, full-time position and meets the criteria defined below as of March 31, 2016.

Eligibility Criteria

- Actively employed with at least ten (10) years of State of Tennessee service in a regular, full-time or regular part-time position
- in an appointment that is associated with the expectation of continuous employment at the institution.

And not....

- in a grant-funded position that prohibits participation
- employed in an excluded function
- covered under any of the conditions of ineligibility outlined in the program document.

Under the VSIP:

- **“State of Tennessee service”** means the total number of years of employment with the State of Tennessee in a regular, full-time or regular, part-time position as determined by the Office of Human Resources. Creditable service includes any time off on (i) paid leave; (ii) unpaid leave of absence under the FMLA; and (iii) military leave. If an employee worked at the University as a regular, full-time or regular, part-time employee, left employment with the University, and returned as a regular, full-time or regular, part-time employee, the employee’s “adjusted” hire date will be calculated to take into account both periods of employment.
- **“regular, full-time employee”** means an employee who is employed for an ongoing, indefinite period and who is paid from an individual position number in a departmental budget.
- **“regular, part-time employee”** means an employee who is employed for an ongoing, indefinite period and who works a set number of hours less than full-time and who receives partial leave.
- **“actively employed”** means being actively at work; on vacation; on sick leave; on military leave; on paid leave of absence; or on 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. Faculty who hold a 12-month administrative or academic professional position at the University for the purpose of the VSIP shall be considered administrative or academic professional.
- **“support/non-exempt”** means personnel who perform primarily clerical and/or support functions. This type of employee is required to report all hours worked and is subject to overtime provisions of the Fair Labor Standards Act (FLSA).
- **“administrative or academic professional or executive”** means personnel who hold regular, full-time 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 position”** 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.

CONDITIONS OF INELIGIBILITY

An employee shall not be eligible for severance pay under the VSIP if the VSIP Administrator (see page 8) determines that any of the following shall apply:

- a. an employee's position is in one of the Excluded Functions as outlined below;
- b. an employee is not or ceases to be an "Eligible Employee" as defined above;
- c. an employee submitted a resignation notice before July 1, 2015;
- d. an employee is terminated by reason of unacceptable performance or because of a violation of law, rule, or policy;
- e. an employee accepts a position in one of the Excluded Functions at the University before their voluntary separation date;
- f. an employee leaves employment with the University before his/her Voluntary Separation Date (for reasons other than retirement pursuant to a notice of retirement received on or before March 31, 2016); or
- g. the employee has previously participated in a voluntary buy-out at the University or any other State of Tennessee-funded postsecondary institution; or
- h. the VSIP is terminated prior to its completion.

EXCLUDED FUNCTIONS

Neither employees who report directly to the President nor the President are eligible to apply for participation in the VSIP.

In addition, the University reserves the right to decline an application from an employee 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 operation of the University; or 4) a method of replenishing the university reserves for the cost of the individual's buyout cannot be identified. This right to deny an application may only be exercised at the discretion of the President of the University.

APPROXIMATE NUMBER OF VSIP PARTICIPANTS

Only a limited number of Eligible Employees who apply for the VSIP will be accepted as Participants. The approximate number of VSIP Participants by type of University employees is as follows:

Type of Employee	Approximate # Available to Participate in VSIP*
Faculty	30
Support/Non-Exempt	10
Administrative or Academic Professional or Executive	10

***These numbers are estimates only and are subject to change.**

If more Eligible Employees in an employee type elect to participate in the VSIP than the approximate available, applications for Eligible Employees in that classification will be considered and approved first on the basis of highest number of years of State of Tennessee service as of March 31, 2016, and secondly, on the basis of the order in which the employees applied. However, the University reserves the right, in its sole discretion, to accept and approve more applications than the approximate available under the VSIP.

VSIP TIMELINE OF KEY EVENTS

Program Approval	4/5
Announcement of VSIP to all Employees	4/12

Review and Application Submission Period	4/13 - 4/29
Application Deadline	4/29
Revocation Period	5/6
VSIP Participants notified of acceptance	5/13
Voluntary Separation Date for VSIP Participants	6/30
Notification to Dept./Unit Head	5/13
Waiver/General Release Agreement deadline	5/31
Revocation of Waiver/General Release Agreement	6/15
VSIP Payment to Participants	7/31

VSIP APPLICATION PROCEDURE

If an employee is an eligible employee, he/she may apply to participate in the VSIP by (i) signing the VSIP application form indicating that he/she elects to voluntarily separate from employment with the University and obtain severance pay, and (ii) submitting the signed application form to the VSIP Administrator on or before **April 29, 2016**. The VSIP application form is attached hereto as **Attachment 1**.

Properly completed application forms must be either hand delivered or mailed to the VSIP Administrator, Office of Human Resources, Austin Peay State University, 601 College Street, PO Box 4507, Clarksville, TN 37044, or emailed to VSIP@apsu.edu. Application forms must be received by the VSIP Administrator no later than **4:30 p.m. Central time, on April 29, 2016**. **Any application received after 4:30 p.m. on April 29, 2016 will not be considered.** All VSIP applications are subject to the University's approval.

Application forms sent by facsimile or campus mail will not be accepted. The University will not be responsible for lost mail.

An employee may revoke his/her application form on or before May 6, 2016. The revocation letter must be in writing to the VSIP Administrator and must be either hand delivered or mailed to the VSIP Administrator, Office of Human Resources, Austin Peay State University, 601 College Street, PO Box 4507, Clarksville, TN 37044, or emailed to VSIP@apsu.edu. Revocation letters must be received by the VSIP Administrator no later than **4:30 p.m. Central time on May 6, 2016**. If the application form is not revoked by such date and the employee is accepted into the VSIP, then the employee's employment with the University will terminate as of the Voluntary Separation Date (as defined below).

Revocations sent by facsimile, electronic mail, or campus mail will not be accepted. The University will not be responsible for lost mail.

The VSIP Administrator will notify in writing the applicants who meet the conditions of the VSIP and are approved as Participants. An Eligible Employee whose VSIP application is approved shall be considered a **"Participant"** under the VSIP. The date a Participant terminates employment with the University in accordance with the VSIP will be the **"Voluntary Separation Date."** The notification of approval of applications will be postmarked no later than May 13, 2016. The VSIP Administrator will notify in writing each Participants' department or unit head within seven (7) calendar days after the notification to the appropriate Participant no later than May 13, 2016.

Unless approved otherwise in writing by June 15, 2016, a Participant's employment with the University shall terminate on **June 30, 2016**. Notwithstanding the above, a Participant who is also eligible for retirement benefits under the University's retirement plan may voluntarily elect to terminate employment

with the University before June 30, 2016, and before his/her VSIP application is approved; provided that in the event that such Eligible Employee's application is not approved, he/she will not be entitled to severance pay although his/her employment has terminated.

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

WAIVER AND RELEASE

In order to be eligible to receive the severance pay, the employee must submit a signed **Waiver and Release Agreement** to the VSIP Administrator no later than **4:30 p.m. Central time**, on his/her Voluntary Separation Date. No Waiver and Release Agreement may be submitted earlier than the Voluntary Separation Date. For retirement eligible Participants who opt for a Voluntary Separation Date (retirement) prior to **June 30, 2016**, a signed Waiver and Release Agreement form will be accepted through the earlier of their Voluntary Separation Date or June 30, 2016. 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/she submits the signed Waiver and Release Agreement to the VSIP Administrator. Any such revocation must be in writing and received by hand-delivery to the VSIP Administrator, or by mail to the VSIP Administrator, Office of Human Resources, Austin Peay State University, 601 College Street, PO Box 4507, Clarksville, TN 37044. Any revocation received after the seven (7) calendar day period will not be effective. Revocations sent by facsimile, electronic mail, or campus mail will not be accepted. The University will not be responsible for lost mail. A Participant who timely revokes his/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 VSIP. 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.

SEVERANCE PAY

Each participant who executes and does not revoke a Waiver and Release Agreement will receive his/her choice of one of the following two options for severance pay:

I. Option 1

a. Service Payment

A "service payment of \$500" for each full year of State of Tennessee service as of his/her Voluntary Separation Date to a maximum of 30 years. For purposes of this VSIP, "years of State of Tennessee service" is the total number of years of employment with the State of Tennessee in a regular, full-time or regular, part-time position as determined by the Office of Human Resources. Partial years of service will be rounded up to the next full year of service (e.g., 1 year 3 months = 2 years). Creditable service includes any time off on (i) paid leave, (ii) unpaid leave of absence under the FMLA, and (iii) military leave. If an employee worked with the State of Tennessee as a regular, full-time or regular, part-time employee, left employment with the State of Tennessee, and then returned as a regular, full-time or regular, part-time employee, an "adjusted" hire date will be calculated to take into account both periods of employment.

b. Amount Equivalent to 2015-2016 Longevity Payment

If a participant has not received their annual longevity payment for this calendar year, they will also receive an amount equivalent to his/her 2016 longevity payment based on their years of creditable State of Tennessee service as of his/her 2016 longevity date. This amount will be calculated according to Tennessee Board of Regents Guideline P-120 Longevity Pay.

c. Amount Equivalent to the University's cost (80% of the premium) of Twelve (12) Months of Health Insurance at the Employee's Premium Rate in Effect at His/Her Date of Separation.

This benefit does not apply if the terminating employee has at least thirty (30) years of state service, due to the fact that the state already continues to pay 80% of the insurance premiums for such individuals, until they reach the Medicare-eligible age of 65.

d. TCRS Credit

The lump sum payments (service pay, longevity equivalent pay, and "insurance" pay) received the participants in the VSIP will not impact the calculation of retirement benefits for those participants who are members of TCRS.

II. Option 2

a. Monthly Salary Times Three (3)

A "service payment of three (3) times the current monthly salary of the employee" as of the Voluntary Separation Date. For faculty employed on an academic year contract, this will be 25% of the budgeted academic year salary.

b. Amount Equivalent to 2015- 2016 Longevity Payment

If a participant has not received their annual longevity payment for this calendar year, they will also receive an amount equivalent to his/her 2016 longevity payment based on their years of creditable State of Tennessee service as of his/her 2016 longevity date. This amount will be calculated according to Tennessee Board of Regents Guideline P-120 Longevity Pay.

c. Amount Equivalent to the University's cost (80% of premium) for Twelve (12) Months of Health Insurance at the Employee's Premium Rate in Effect at His/Her Date of Separation

This benefit does not apply if the terminating employee has at least thirty (30) years of state service, due to the fact that the state already continues to pay 80% of the insurance premium for such individuals until they reach the Medicare-eligible age of 65.

d. TCRS Credit

The lump sum payments (service pay, longevity equivalent pay, and "insurance" pay) received the participants in the VSIP will not impact the calculation of retirement benefits for those participants who are members of TCRS.

PAYMENT OF SEVERANCE PAY

The University shall pay severance pay in a lump sum by **July 31, 2016**. 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 (7) 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 beneficiary or estate.

FUNDING AND ESTIMATED COST SAVINGS

The VSIP will be funded from (a) the position budgets of vacated positions, and (b) the University reserve. All salary dollars corresponding to the vacated positions will be captured centrally to allow for the replenishment of the University reserve. The University reserve will be replenished before cost savings are utilized for other one-time purposes.

VSIP ADMINISTRATION

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

Office of Human Resources
Austin Peay State University
601 College Street
PO Box 4507
Clarksville, TN 37044

The VSIP Administrator may delegate to other persons responsibilities for performing certain of the duties of the VSIP Administrator under the terms of the VSIP and may seek such expert advice as the VSIP Administrator deems reasonably necessary with respect to the VSIP. The VSIP Administrator shall be entitled to rely upon the information and advice furnished by such delegates and experts, unless actually knowing such information and advice to be inaccurate or unlawful.

PAY AND OTHER BENEFITS

Pay and benefits, except severance pay specific to the VSIP, payable to a Participant 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 (2) exceptions: (a) for all VSIP Participants, including retirees, the payment for any (a) accrued but unused annual leave; or (b) accrued salary will be made in a lump sum payment on the Participant's last regular payroll.

RE-EMPLOYMENT RESTRICTIONS

A Participant, for a period of five (5) years from his/her Voluntary Separation Date, may not seek or accept employment in a benefits-eligible position at any State of Tennessee-funded postsecondary institution. Any Participant who accepts employment within five (5) years from his/her Voluntary Separation Date with any State of Tennessee-funded postsecondary institution shall immediately refund to the University all compensation received as a part of the VSIP.

INFORMATION/QUESTIONS REGARDING THE VSIP

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

- Go to <http://apsu.edu/human-resources>. **Click on the link for Voluntary Separation Incentive Program.** Here you will find a copy of the VSIP Document, answers to frequently asked questions, and a calendar of important VSIP dates.
- Email VSIP@apsu.edu
- Call the Office of Human Resources at 931-221-7177.

You will have the opportunity to schedule a one-on-one session with a representative of the Office of Human Resources to explain the Voluntary Separation Incentive Program and answer questions.

DISPUTES REGARDING THE APPLICATION OF THE VSIP

If for any reason an employee disputes or disagrees with the application of the VSIP with regard to his/her situation, please contact the VSIP Administrator in writing at the address set forth in the VSIP Administration section. The VSIP Administrator will attempt to resolve any disputes. In order to be considered, any dispute or disagreement must be hand-delivered or emailed no 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 the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the matter giving rise to the dispute or disagreement. Written disputes or disagreements sent by facsimile, or campus mail will not be accepted. The University will not be responsible for lost mail.

NO ASSIGNMENT OF VSIP PAYMENTS

Under no circumstances may severance pay be subject to anticipation, alienation, pledge, sale, transfer, assignment, garnishment, attachment, execution, encumbrance, levy, lien, or charge, and any attempts to cause any such severance pay to be so subjected shall not be recognized, except to such extent as may be 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 and testimony, and shall continue until such matters are resolved.

MAXIMUM PAYMENT

The maximum payment available under the VSIP 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 accepted. To the extent that the State of Tennessee pays to the Participant any disability retirement benefits from the Tennessee Consolidated Retirement System ("TCRS") or any temporary total, temporary partial, or similar benefits based on a worker's compensation claim (collectively, "Offset Benefit") by the VSIP severance pay available will be reported to the State of Tennessee and may be

reduced by the amount of such Offset Benefit to the fullest extent permitted by law. The State of Tennessee in its absolute discretion reserves the right to offset any Offset Benefit.

AMENDMENT OF THE VSIP

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

INFORMATION TO BE FURNISHED

Eligible Employees and Participants shall furnish to the VSIP Administrator such documents, data, or other information as the VSIP Administrator considers necessary or desirable for the purpose of administering the VSIP. Severance pay under the VSIP for each Eligible Employee or Participant is made 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 VSIP requested by the VSIP Administrator.

RECOVERY OF VSIP PAYMENTS MADE BY MISTAKE

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

REPRESENTATION CONTRARY TO THE VSIP

No employee of the University has the authority to alter, vary, or modify the terms of the VSIP, except by means of an authorized written amendment to the VSIP approved by the President of the University and the Chancellor of the Tennessee Board of Regents. No verbal or written representations contrary to the terms of the VSIP and its written amendment(s) shall be binding upon the VSIP, the VSIP Administrator, or the University.

NO EMPLOYMENT RIGHTS OR CONTRACT

The VSIP shall not confer employment rights upon any person. Nothing contained in the VSIP 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 VSIP to remain in the employ of the University and nothing in the VSIP shall restrict the right of the University to terminate the employment of an Eligible Employee. The University shall not be under any obligation to employ, re-employ, or consider for employment or reemployment any Participant in the VSIP.

APPLICABLE LAW

The VSIP 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 VSIP 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 VSIP shall continue in full force and effect.

RETURN OF UNIVERSITY PROPERTY

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

RECOMMENDATION OF ATTORNEY REVIEW

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

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The VSIP is hereby adopted by the University, effective April 12, 2016 by execution of this VSIP by the University's and the Tennessee Board of Regent's duly authorized officers.

<p>Alisa White, President Austin Peay State University</p>	<p>David Gregory, Acting Chancellor Tennessee Board of Regents</p>
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ATTACHMENT 1

Austin Peay State University
Voluntary Separation Incentive Program
APPLICATION

I wish to apply for the Voluntary Separation Incentive Program ("VSIP") and I understand this application must be hand-delivered or mailed via regular or express mail, or private courier, and **received** by the VSIP Administrator at the address below by **4:30 p.m. Central time, April 29, 2016**. I also understand that I may revoke my signed application by notifying the VSIP Administrator in writing by **4:30 p.m. Central time** on or before May 6, 2016. I acknowledge that if I revoke my application, I shall not be entitled to any severance pay.

I acknowledge and agree that I understand the terms and conditions of the VSIP and that my decision to apply is voluntary. I further acknowledge that in order to obtain severance pay, I must submit a signed Waiver and Release Agreement to the Office of Human Resources on my Voluntary Separation Date.

In the event my application is approved, and I sign and submit the Waiver and Release Agreement timely, I will be entitled to severance pay under the VSIP. I understand that if I am eligible for retirement benefits under the State's retirement plan and elect to voluntarily terminate before my application is approved, my employment will be terminated even if my application is denied. I understand that instead of voluntarily terminating before my application is considered, I may wait until a decision is made on my application. I also understand that if I am retirement eligible I may opt for a Voluntary Separation Date before June 30, 2016. I acknowledge that in order to obtain severance pay, I must submit a signed Waiver and Release Agreement by the later of my Voluntary Separation Date or June 30, 2016. If I do not sign the Waiver and Release Agreement or if I revoke my signed Waiver and Release Agreement, I acknowledge that my employment will be terminated on my Voluntary Separation Date, and I will not be entitled to any severance pay under the VSIP. However, I understand that I may still be entitled to retirement benefits.

I also understand that if I apply for the VSIP and am accepted and I do not sign and return the Waiver and Release Agreement, then I will not be entitled to VSIP severance pay and my employment will be terminated as of my Voluntary Separation Date. Further, I understand that if I do sign and return the Waiver and Release Agreement and then revoke it, I will not be entitled to VSIP severance pay. Additionally, my employment will be terminated as of my Voluntary Separation Date. In other words, if I apply for VSIP benefits, do not timely revoke my application, and am accepted, my employment will be terminated on my Voluntary Separation Date even if the Waiver and Release Agreement is not signed and dated or is revoked.

Print Employee Name

Employee Email Address

Employee Daytime Phone/Cell Number

Date

Employee Signature

Witness to Employee Signature

Submit the completed application to the following address. Applications received by facsimile, or campus mail will not be accepted.

Assistant Vice President and Chief Human Resources Officer
Austin Peay State University
601 College Street
PO Box 4507
Clarksville, TN 37044

Received by:

Human Resources Representative Signature

Date and Time

Receipt Acknowledged by:

VSIP Administrator Signature

Date and Time

(Copy of this Application to be provided to Employee upon submission to the Office of Human Resources.)

AUSTIN PEAY STATE UNIVERSITY

WAIVER AND GENERAL RELEASE AGREEMENT

1. Separation from employment. I understand that my last day of employment (Voluntary Separation Date) shall be _____, 201_____. I acknowledge and agree that that I have decided to voluntarily separate my employment with Austin Peay State University (hereinafter "University"), 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 separation pay to be provided to me under the terms of **AUSTIN PEAY STATE UNIVERSITY VOLUNTARY SEPARATION INCENTIVE PROGRAM ("VSIP")**, I, on behalf of myself, my heirs, executors, administrator, attorney, and assign, hereby waive, release, and forever discharge Austin Peay State University, its entities, including but not limited to departments, boards, divisions, affiliates, director, attorney, employee, employee benefit plan, insurer, assignee, cause of action, claim or liabilities of any kind which have 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 VII of the Civil Rights Act, as amended, the Age Discrimination in Employment Act, as amended ("ADEA"), the Rehabilitation Act, as amended, the American's 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 or benefits plan rights, race, ethnicity, religion, national origin, marital status, sexual orientation, ancestry, harassment, parental status, handicap, disability, retaliation, and veteran status); and/or
 - 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. § 4-21-40 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 or grievance whatsoever, including but not limited to, claims for severance pay, claims based upon breach of contract, claims for attorney's fees, wrongful termination, promissory estoppels, 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 worker's 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 the date on which I sign this Agreement; (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 EMPLOYEMENT ACT, UP TO THE DATE OF THIS AGREEMENT, IN EXCHANGE FOR CONSIDERATION TO WHICH I AM NOT OTHERWISE ENTITLED.

4. **Consideration.** I specifically acknowledge and agree that the amount payable to me under the VSIP exceed any amounts otherwise due to me upon my voluntary separation from employment with the University. I also acknowledge that the lump sum payments (service pay, longevity equivalent pay, and "insurance" pay) received by participants in the VSIP will not impact the calculation of retirement benefits for those participants who are members of TCRS.

5. Re-employment Restrictions. I also agree, for a period of five (5) years from my Voluntary Separation Date, not to seek or accept employment in a benefits eligible position at any State of Tennessee-funded postsecondary institution, 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. I agree that if I accept employment in a benefit eligible position at any State of Tennessee-funded postsecondary institution within five (5) years of my VSIP, I will refund any compensation received as part of the VSIP to the University immediately.

6. Time Period and Other Information. I acknowledge that I have been given at least forty-five (45) 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 complete the normal checkout procedures and return to my immediate supervisor all University property in my possession or control, whether at work or elsewhere, including but not limited to keys, uniforms, laptop computers, identification badge, credit cards, calling cards, parking tag, University documents or recordings, and any other property of Austin Peay State University.

8. Employee Acknowledgments. 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 nondisclosable 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 the 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) calendar days after signing and that any revocation must be made in writing and received within those seven (7) calendar days either hand-delivered or mailed via regular or express mail or private courier to the VSIP Administrator, Office of Human Resources, Austin Peay State University, 601 College Street, PO Box 4507, Clarksville, TN 37044. I further understand that if I revoke this Agreement, then: (i) I shall not receive the VSIP Benefits and (ii) I shall nonetheless separate from employment with Austin Peay State University as of my Voluntary Separation Date.

13. Final Acknowledgements. 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 promises or inducements have been made to induce me to enter into this Agreement; (iv) this Agreement, including the terms of the VSIP, is the entire agreement regarding the terms of my separation from employment with the State; and (v) no other promises or agreements 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.

Printed Name

Signature

Date

Witness to Signature