



Tennessee State University Voluntary Separation Plan

March 9, 2026

**Tennessee State University
Voluntary Separation Plan**

INTRODUCTION

Tennessee State University (hereinafter the “University”) has adopted the Tennessee State University Voluntary Separation Plan (hereinafter the “VSP”), effective March 9, 2026 (the “Effective Date”), for the benefit of Eligible Employees as described in this program document.

Due to a one-time enrollment surge in Fall 2022, the University has faced critical challenges meeting its financial obligations and has taken significant steps to bring the University back to a financially stable state. These challenges have required the University to take decisive measures to restore financial stability. Despite these actions, staffing levels have not kept pace with the sharp decline in enrollment, creating mounting inefficiencies and unbalanced workloads across both faculty and staff.

This program is intended to recognize and reward the sustained contributions of our faculty while supporting the University’s long-term strength and sustainability. This VSP is designed to provide Eligible Employees who choose to participate with an opportunity to receive separation incentive pay and benefits, acknowledging and appreciating their many years of service and contributions to TSU, as outlined in this document. The University has no present intention of offering the incentives provided in the VSP in the future.

The VSP’s terms and conditions, including eligibility for the VSP and the benefits paid under the VSP, 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 VSP.

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 VSP. Eligible Employees do not include persons employed on a contract or temporary basis.
- “Participant” – means an Eligible Employee who applies to participate in the VSP 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 also hold a position as Dean of a College or a member of the President’s Cabinet and who, for the purposes of the VSP, 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).

- “Critical grant-funded positions” – means personnel engaged in positions that (1) are primarily funded from a grant(s) or contract(s) from an agency or entity external to the University, and (2) which rely on continued agency or external support for funding the position, and (3) whose services are critical to the grant activity, such as grant administrators, principal investigators, or project managers, for either awarded grants or grants actively under submission. Whether or not an individual is critical to grant activity is determined by the grant agreement.
- “Voluntary Separation Date” – the date a Participant terminates employment with the University in accordance with the VSP.

THE PROGRAM IS VOLUNTARY

Participation in the VSP shall be on a strictly voluntary basis for all employees deemed eligible for participation. The decision to apply to the VSP is entirely up to the employee. No one at the University may require or unduly pressure an employee to accept or reject participation in the VSP. Employees are encouraged to consider the program and determine if it is the right opportunity for them. However, the University reserves the right to award acceptances to VSP applicants based on several objective criteria, as outlined subsequently in this document. **Applying to the VSP does not guarantee acceptance.**

The existence of the VSP does not in any way change the employee’s relationship with the University. Employees are free to choose whether to apply to participate, or not to participate, in the VSP. 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 VSP 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 VSP be accepted.

ELIGIBLE EMPLOYEES

The VSP is applicable only to an Eligible Employee. An individual is an “**Eligible Employee**” if s/he is actively employed by Tennessee State University as a faculty member with at least five (5) years of service (including credit for unused annual leave) and meets the criteria set forth below as of April 24, 2026, and provided that the individual does not hold a position in one of the Excluded Functions (defined below) as of the Application Due Date.

Eligibility Criteria

Eligible Employees	Ineligible Employees
<ul style="list-style-type: none"> • Actively employed faculty members • With at least five (5) total years of service to the University • In a regular, full-time position 	<ul style="list-style-type: none"> • Individuals with less than five (5) total years of service to the University • Non-faculty employees • Employees in part-time positions • Contract or temporary employees

	<ul style="list-style-type: none"> • Employees in critical grant-funded positions (primarily funded by a grant, or whose services are critical to the grant activity, awarded or under submission) • Academic Deans • Members of the President’s Cabinet • Employees who submitted a notice of retirement or resignation before March 8, 2026
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CONDITIONS OF INELIGIBILITY

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

- (a) the employee position is in one of the Excluded Functions, as defined by the VSP Administrator and outlined below;
- (b) the employee is not or ceases to be during the application period an “Eligible Employee,” as defined above;
- (c) the employee submits a resignation notice **before March 8, 2026**;
- (d) the employee submits an effective notice of retirement **before March 8, 2026**. For purposes of the VSP, 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 in a critical grant-funded position;
- (f) the employee is terminated by the University for any reason, including unacceptable performance, gross misconduct, and/or violation of any law, rule or policy prior to the University’s approval of the employee’s VSP application or before the employee’s Voluntary Separation Date;
- (g) the employee accepts a position in one of the Excluded Functions at the University before the Voluntary Separation Date;
- (h) the employee leaves employment with the University before the Voluntary Separation Date; or
- (i) the VSP is terminated prior to its completion.

EXCLUDED FUNCTIONS

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

- Employees who are in critical grant-funded positions; and
- The University President’s Cabinet Members and Academic Deans.

In addition, the University reserves the right to limit the number of participants in this VSP and may deny participation of any applicant based on business continuity and campus needs, including the academic and programmatic needs of specific departments. Approved applicants may also be required to delay effective date of separation based on campus needs. These circumstances include, but are 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 or academic offerings 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 VSP Administrator.

VSP APPLICATION PROCEDURE

Application Submission

Eligible Employee must apply to participate in the VSP by (i) signing the **VSP Application Form (Attachment 1)** indicating that the employee elects to voluntarily separate from employment with the University, and (ii) submitting the signed application form to the VSP Administrator on or before **April 24, 2026**.

Properly completed application forms must be submitted via Dynamic Forms, which can be found [here](#) and at <https://tnstate.edu/hr/>.

Complete application forms must be received by the VSP Administrator via Dynamic Forms no later than **4:30 PM CT on April 24, 2026**, or they will not be considered. All VSP applications are subject to the University's approval.

Revocation of Application

An employee may revoke an application form on or before **4:30 PM CT on May 1, 2026**. If an application form is not revoked by the applicable date and the employee is accepted into the VSP, then the employment with the University will terminate as of the Voluntary Separation Date (as defined below). A revocation letter must be submitted in writing to the VSP Administrator via Dynamic Forms, which can be found [here](#) and at <https://tnstate.edu/hr/>.

All revocations **must be received by 4:30 PM CT on May 1, 2026**.

Application Approvals

Applicants will be notified of their approval status by no later than **4:30 PM CT on May 22, 2026**. The VSP Administrator will notify in writing the applicants who meet the conditions of the VSP and are approved as Participants. An Eligible Employee whose VSP application is approved shall be considered a "Participant" under the VSP. The date a Participant terminates employment with the University in accordance with the VSP will be his or her "Voluntary Separation Date." Unless approved otherwise in writing, a Participant's employment with the University shall terminate on **May 29, 2026**.

The VSP Administrator will notify, in writing, each Participant's department or unit head the same day the Participant is notified.

A Participant shall abide by the University's standards of conduct and satisfactorily perform his or her job responsibilities up to and throughout the Participant's Voluntary Separation Date. In addition, Participants must complete an orderly transition of duties prior to their Voluntary Separation Date, including transfer of work product and documentation, knowledge handoffs, and reasonable training of designated successors. 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 VSP shall not be eligible to receive separation incentive pay and separation incentive benefits under the VSP, and such incentives and benefits shall be deemed waived.

WAIVER AND RELEASE

To be eligible to receive the separation incentive pay and separation incentive benefits, a VSP Participant must submit a signed **Waiver and Release Agreement (Attachment 2)** to the VSP

Administrator via Dynamic Forms, which can be found [here](#) and at <https://tnstate.edu/hr/> by no later than **4:30 PM CT** on the Voluntary Separation Date.

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 VSP Administrator. Any such revocation must be in writing and received by the VSP Administrator, submitted via Dynamic Forms, which can be found [here](#) and at <https://tnstate.edu/hr/>.

Any revocation received after the seven (7) calendar day period will not be effective.

A Participant who timely revokes his or her Waiver and Release Agreement shall be deemed to have voluntarily withdrawn their application for participation in the VSP. A fully executed Waiver and Release Agreement is an express condition for participation in the VSP.

SEPARATION INCENTIVE PAY AND BENEFITS

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

(a) *Base Separation Incentive Payment*

Each Participant in the VSP will receive a “base separation incentive payment” equal to one year of the Participant’s base salary as of the effective date of **March 9, 2026**.¹

(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.

VOLUNTARY RETIREMENT

Eligible individuals who also qualify for retirement under the Tennessee Consolidated Retirement System (TCRS) or the Optional Retirement Program (ORP), as applicable, may elect to retire in addition to participating in the VSP. Employees who retire after accepting the VSP remain eligible for standard retirement benefits and are subject to the employment restrictions of their state retirement plan. Individuals eligible for both the VSP and retirement are encouraged to consult their personal attorneys, tax accountants, financial consultants, or other professionals, at their own expense, to assess their options and review the Waiver and Release Agreement.

Employees who submit an effective notice of retirement before **March 8, 2026**, are not eligible to participate in the VSP. Similarly, employees that are eligible for state retirement benefits and who elect to voluntarily terminate their employment before their VSP application is approved (**before May 22, 2026**) will be terminated from employment regardless of whether their VSP application is approved or denied. Employees should consider waiting until a final decision is made on an application for the VSP before retiring from the University to maintain program eligibility.

PAYMENT OF SEPARATION INCENTIVE PAY

The University shall pay separation incentive pay in a lump sum on or before **June 30, 2026**. The University shall deduct from separation incentive pay all legally required taxes, other withholding, and any sums owing to the University.

Notwithstanding the above, any separation incentive 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

¹ This is not inclusive of any extra service pay or additional stipends a faculty member may receive in addition to their base salary.

signed the Waiver and Release Agreement dies before receiving all of the separation incentive pay, the University shall pay the remainder to the deceased employee's designated beneficiary or estate.

VSP ADMINISTRATION

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

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

The VSP Administrator will be solely responsible for decisions concerning program eligibility. The VSP Administrator may delegate to other persons responsibilities for performing certain administrative and clerical duties of the VSP Administrator under the terms of the VSP and may seek and rely upon such delegated personnel and expert advice as the VSP Administrator deems reasonably necessary with respect to the VSP.

PAY AND OTHER BENEFITS

Pay and benefits, except separation incentive pay and separation incentive benefits specific to the VSP, 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 VSP 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 following the Voluntary Separation Date.

NO RE-EMPLOYMENT OR OTHER WORK WITH THE STATE

Generally, a Participant, who accepts the VSP 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 VSP

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

- Go to: <https://tnstate.edu/hr/> and click on Voluntary Separation Plan for the web page. The link will provide answers to frequently asked questions, a calendar of important VSP dates, news and updates, and links to other resources for employees.
- Email vsp@tnstate.edu.
- The Department of Human Resources will host information sessions to explain the Voluntary Separation Plan and answer questions. Visit the VSP website for additional information.

DISPUTES REGARDING APPLICATION OF THE VSP

If, for any reason, you dispute or disagree with the application of the VSP with regard to your situation, please contact the VSP Administrator in writing at the address set forth above. The VSP

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 by 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 VSP 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 VSP BENEFITS

Under no circumstance may separation incentive 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 separation incentive 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 or by contract. 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 separation incentive pay and separation incentive benefits available under the VSP is the maximum separation incentive 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 VSP separation incentive pay and separation incentive 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 VSP equal less than one month of pay (as calculated above) which shall be separation incentive pay in consideration for the Waiver and Release Agreement.

AMENDMENT OF THE VSP

The VSP 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 VSP approved by the President of the University. Notwithstanding the foregoing, no amendment of the VSP may reduce the separation incentive pay and separation incentive benefits previously granted to a Participant under the VSP.

INFORMATION TO BE FURNISHED

Eligible Employees and Participants shall furnish to the VSP Administrator such documents, data, or other information as the VSP Administrator considers necessary or desirable for the purpose of

administering the VSP. Separation incentive pay and separation incentive benefits under the VSP 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 VSP requested by the VSP Administrator.

RECOVERY OF VSP BENEFITS MADE BY MISTAKE

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

REPRESENTATIONS CONTRARY TO THE VSP

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

NO EMPLOYMENT RIGHTS OR CONTRACT

The VSP shall not confer employment rights upon any person. Nothing contained in the VSP 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 VSP to remain in the employ of the University and nothing in the VSP 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 VSP.

APPLICABLE LAW

The VSP 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 VSP 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 VSP 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 separation incentive pay and separation incentive benefits under the VSP.

RECOMMENDATION OF ATTORNEY REVIEW

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

Voluntary Separation Plan Key Deadlines

Date	Deadline
March 9, 2026	Notify eligible employees of availability of the VSP.
April 24, 2026	Applications due via Dynamic Forms no later than 4:30 PM CT.
May 1, 2026	Revocation of applications due via Dynamic Forms no later than 4:30 PM CT.
May 22, 2026	Notification of acceptance or denial into the VSP.
May 29, 2026	Signed Waiver and Release Agreements due via Dynamic Forms no later than 4:30 PM CT. 7-day revocation period begins.
May 29, 2026	Voluntary Separation Date for most employees, unless otherwise notified in writing.
June 5, 2026	Waiver and Release Agreement Revocation Requests due via Dynamic Forms no later than 4:30 PM CT.
June 30, 2026	Lump-sum payments dispersed to VSP participants.



**Attachment 1
VOLUNTARY SEPARATION PLAN
APPLICATION**

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

- Application Submission. This application must be submitted via Dynamic Forms and received by the VSP Administrator [here](#) by **4:30 PM CT on April 24, 2026.**
- 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 VSP are set forth in the VSP plan document. I further acknowledge that in the event of any perceived conflict between this application and the VSP plan document, the terms of the VSP plan document shall take control and supersede this application.
- Revocation of Application. I understand that I may revoke my signed application by notifying the VSP Administrator in writing, on or before **May 1, 2026.** The revocation letter must be delivered by **4:30 PM CT** on said date. I acknowledge that if I revoke my application, I shall not be entitled to any separation incentive 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 VSP, in the event my VSP application is approved, I must submit a signed Waiver and Release Agreement to Human Resources by the stated deadline and in no event later than my Voluntary Separation Date. I acknowledge that I will not be eligible to receive separation incentive 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 VSP, 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 separation incentive pay or benefits under the VSP.
- Retirement Issues Associated with the VSP. 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 VSP application is approved, my employment will be terminated even if the University denies my VSP application. I agree and

acknowledge that I may contact Human Resources to discuss retirement options in the event that I am approved for the VSP.

Employee Name

T-Number

TSU Hire Date

TSU Email Address

Personal Email Address

Home Mailing Address

Job Title

Department Name

Daytime Phone Number

Cell Number

Date

Signature

List any Summer 2026 Courses you are scheduled to teach (e.g., "BIOL-5460-01, Immunology")

List any grants for which you are currently serving as Principal Investigator, including both awarded and pending (under review) proposals



Attachment 2
TENNESSEE STATE UNIVERSITY
VOLUNTARY 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 separation incentive pay and other benefits to be provided to me under the terms of **TENNESSEE STATE UNIVERSITY VOLUNTARY SEPARATION PLAN ("VSP")**, 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 each of its 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, demands, causes of action, claims, damages, debts, obligations, expenses 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 Equal Pay Act, the Employee Retirement Income Security Act (ERISA), the Civil Rights Act of 1991, 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, the Fair Credit Reporting Act, the Uniform Services Employment and Reemployment Rights Act, the Genetic Information Nondiscrimination Act, the Immigration Reform and Control Act, all including any amendments and their respective implementing regulations, 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) any and all 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 and all claims for compensation of any type whatsoever, including but not limited to claims for salary, wages, bonuses, commissions, incentive compensation, vacation, and severance that may be legally waived and released;

(d) 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

(e) any other claim, grievance, or complaint whatsoever, including but not limited to claims for separation

incentive pay, claims based upon breach of contract or lack of due process, 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 or other claims that cannot be waived by law; (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 National Labor Relations Board, 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 VSP 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 forty-five (45) days to consider this Agreement before signing, although I may sign it sooner if desired, and changes to this Agreement, whether material or immaterial, do not restart the running of the 45-day period.

I further acknowledge that I have been advised in writing by this Agreement to consult with an attorney of my choice 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, laptops, tablets, computers, printers, identification badges, credit cards, calling cards, parking tags, 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 via the Dynamic Form [here](#). I further understand that if I revoke this agreement, then: I shall not receive the VSP Benefits.

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) I am signing this Agreement in exchange for good and valuable consideration in addition to anything of value to which I am otherwise entitled; (iv) no other promise or inducement have been made to induce me to enter into this Agreement; (v) this Agreement, including the terms of the VSP, is the entire agreement regarding the terms of my separation from employment with the University; and (vi) 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, freely, 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 SEPARATION PLAN
REVOCATION REQUEST**

I, _____, do hereby withdraw my application for the Voluntary 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 separation incentive package as presented in the VSP plan document.

Print Name

T-Number

Job Title

Department Name

Signature

Date



Attachment 4
**TENNESSEE STATE UNIVERSITY VOLUNTARY
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 shall not receive the VSP Benefits.

Print Name

T-Number

Job Title

Department Name

Signature

Date