

UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH
VOLUNTARY SEPARATION AGREEMENT AND RELEASE OF CLAIMS

This VOLUNTARY SEPARATION AGREEMENT AND RELEASE OF CLAIMS (the "Agreement") is entered into between the University of North Texas Health Science Center at Fort Worth ("UNTHSC") and _____ ("Faculty").

For and in consideration of the mutual promises and covenants expressed herein, Faculty and UNTHSC agree:

1. **Voluntary Separation Date.** Effective _____ (date/year), Faculty voluntarily resigns his/her employment with the UNTHSC.
2. **Voluntary Separation Payment.**
 - a. In consideration of and in exchange for Faculty's voluntary resignation, including the release of claims set out herein, UNTHSC shall pay Faculty the voluntary separation payment and provide other consideration described in the University of North Texas Health Science Center Guidelines for Voluntary Separation Incentive Program for Faculty ("VSIP"), provided Faculty fully executes this Agreement and is approved for separation.
 - b. UNTHSC shall make a payment in accordance with the faculty member's rank and choice of either Option 1 or Option 2 of the VSIP, less all taxes required by law, except that no employee retirement deduction will be withheld from the payment for purposes of retirement contributions and no contributions will be made by UNTHSC based on the voluntary separation payment. Faculty acknowledges that this payment is the entire financial obligation of UNTHSC to which he or she is entitled under the VSIP and under this Agreement.
 - c. The voluntary separation payment will be made within 45 calendar days of the Faculty's voluntary separation date. Acceptance of the voluntary separation payment shall constitute the Faculty's acknowledgement of the accuracy of the calculation of the amount owed under the VSIP and this Agreement.
3. **Relinquishment of Tenure and Waiver of Notice of Non-Reappointment.** Faculty acknowledges that if he or she fully executes and does not later revoke this Agreement in writing and within the time set out herein, he or she voluntarily relinquishes tenure status and the right to notice of non-reappointment provided under UNTHSC Faculty Policies.
4. **Release and Waiver of All Claims.** Faculty hereby waives and releases the University of North Texas System, UNTHSC, and past and present members of its Board of Regents, officers, employees, representatives and agents, in their official and individual capacities (collectively the "Releasees"), from all claims, demands, and causes of action of any kind whether known or unknown arising from his or her employment with, separation from, or other dealings of any kind with Releasees as of the date of execution of this Agreement, including but not limited to: (i) claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Worker's Benefit Protection Act, the Texas Commission on Human Rights Act, the Fair Labor Standards Act, the Family Medical Leave Act, the Equal Pay Act of 1963, and their amendments, and any and all other federal or state laws relating to unlawful discrimination, harassment and retaliation; (ii) defamation, due process, and other claims arising under law and equity based in tort, contract, and the constitutions of the United States and the State of Texas; and (iii) costs, expenses, and attorney's fees of any kind.
5. **Dismissal and Waiver of Internal Complaints and Grievances.** Faculty hereby dismisses any pending internal complaints and grievances and waives any and all rights to file or otherwise pursue a complaint or grievance under the Rules of the UNT System Board of Regents or UNTHSC

policies or Bylaws for any reason related to his or her employment prior to execution of this Agreement.

6. **Claims Not Waived or Released.** The Release and Waiver of Claims in Paragraph 4 does not apply to any claim, demand, or cause of action Faculty may have that arises after the date of execution of this Agreement; any claims that cannot be waived under federal or state law; and claims for benefits specifically provided under the VSIP and this Agreement. In addition, nothing in this Agreement shall affect or interfere with Faculty's right to file a charge with the U.S. Equal Employment Opportunity Commission or the Texas Workforce Commission Civil Rights Division, or to participate, cooperate, or assist in an investigation or proceeding conducted by any federal or state enforcement agency; or to pursue a complaint or grievance under the Rules of the UNT System Board of Regents or UNTHSC policies or Bylaws for any reason related to his or her employment after execution of this Agreement. However, Faculty is releasing all rights to recover money damages or other individual relief in connection with any investigation or proceeding referenced in this paragraph arising prior to execution of this Agreement.
7. **Restriction on Future Employment with UNTHSC.** Faculty understands that he or she is not eligible to be hired in any capacity unless approved by the President. Faculty acknowledges that no promises of future employment or exceptions to the VSIP have been made to him or her, unless such promise has been made in writing by the Provost.
8. **Retirement Benefits and Eligibility Not Affected.** Faculty acknowledges that this Agreement does not and is not intended to add to, reduce, or otherwise affect his or her retirement benefits or eligibility for such benefits. Faculty further understands and acknowledges that he or she is solely responsible for consulting his or her retirement program to determine eligibility for and the amount of any annuity; determining eligibility for retiree health benefits, if any; and applying for such benefits, if any, in accordance with state law.
9. **No Admission of Wrongdoing or Liability.** Nothing in this Agreement constitutes or shall be interpreted as an admission of any wrongdoing or liability on the part of Faculty or any Releasee, any such admission or interpretation being expressly disavowed.
10. **Severability.** In the event any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable term shall be construed in a manner that gives force and effect, to the fullest extent possible, to all other provisions in this Agreement. If any invalid or unenforceable term cannot be construed to render it valid and enforceable, that portion shall be construed as narrowly as possible and shall be severed from this Agreement, and the remainder of this Agreement (including the remainder of the section, paragraph, subparagraph, sentence or provision containing any invalid or unenforceable words) shall remain in effect to the fullest extent possible.
11. **Period to Consider and to Revoke this Agreement.**
 - a. Faculty acknowledges he or she has been given a minimum of forty-five (45) calendar days to consider whether to sign this Agreement and understands that he or she may use all of this time to consider whether to sign the Agreement.
 - b. Faculty further acknowledges that he or she has seven (7) calendar days from the date of execution of this Agreement to change his or her mind and revoke this Agreement by delivering a written and signed statement of revocation via hand-delivery, U.S. Postal Service, or electronic mail to the Office of the Provost at:

- (i) Hand-delivery address: EAD 854
 - (ii) Street address: UNTHSC, 3500 Camp Bowie Blvd., Fort Worth, Texas 76107;
or
 - (iii) E-mail: charles.taylor@unthsc.edu
- This Agreement shall become effective the day following the 7th calendar day after Faculty signs this Agreement if it has not been revoked as set out in subsection 11(b) above.

- 13. **Faculty Advised to Consult an Attorney.** Faculty is advised to consult with an attorney prior to executing this Agreement.
- 14. **Governing Law and Venue.** The terms of this Agreement shall be governed, enforced, and construed pursuant to the laws of the State of Texas and venue for any claim arising under this Agreement shall be in Tarrant County, Texas.
- 15. **Non-Assignable.** This Agreement is not assignable.
- 16. **Entire Agreement.** This Agreement constitutes the sole and exclusive agreement between Faculty and UNTHSC and cancels and supersedes any and all prior understandings, or agreement (written, oral or implied) with respect to Faculty's participation in the Voluntary Separation Program, any such understandings or agreements being expressly disavowed. The terms of this Agreement shall not be amended, modified, or altered except by written agreement between Faculty and the President of UNTHSC.

Faculty acknowledges he or she has read the University of North Texas Health Science Center Guidelines for Voluntary Separation Incentive Program for Faculty and that he or she has read this three-page Voluntary Separation Agreement and Release of Claims in its entirety and understands all of its terms. Faculty further acknowledges that he or she executes this Voluntary Separation Agreement and Release of Claims voluntarily and with full knowledge of its significance.

FACULTY

Printed Name

Signature

Date

UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH

Charles Taylor, Pharm.D.
Executive Vice President for Academic Affairs & Provost

Date