

**UNIVERSITY OF NEBRASKA-LINCOLN  
SEPARATION AGREEMENT AND GENERAL RELEASE  
FOR VOLUNTARY SEPARATION INCENTIVE PROGRAM FOR  
RETIREMENT-ELIGIBLE TENURED FACULTY**

This Separation Agreement and General Release (“Agreement”) is made and entered into between **The Board of Regents of the University of Nebraska**, a public body corporate, by and on behalf of the University of Nebraska-Lincoln (“University”), and \_\_\_\_\_ (“Faculty Member”), an individual, collectively referred to as the Parties.

**Recitals**

- A. The Faculty Member currently holds a continuous (i.e., tenured) position with the University.
- B. The Faculty Member wants to voluntarily separate from employment with the University pursuant to the terms of a Voluntary Separation Incentive Program (“VSIP”) being offered by the University to certain eligible faculty members. A copy of the VSIP is attached to this Agreement as an exhibit and incorporated herein by reference.

**Terms**

In consideration of the mutual promises and covenants set forth below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. **Voluntary Separation from Employment.** The Faculty Member shall voluntarily separate from employment with the University and forfeit all rights associated with that employment, including all tenure rights, on June 30, 2020 if the Faculty Member holds a year-round, twelve-month appointment or on August 15, 2020 if the Faculty Member holds a nine-month, academic year appointment, whichever date is applicable (“Separation Date”). The Faculty Member expressly acknowledges and agrees that the decision to participate in the VSIP and to resign from employment with the University is being made voluntarily, without coercion, and is based on the Faculty Member’s own determination that this decision is in the Faculty Member’s own best interests. Prior to the Separation Date, the Faculty Member shall continue to serve and perform all expected duties as a faculty member and shall continue to be compensated and remain eligible for University benefits. Upon separation, unless otherwise agreed to in advance by the University as part of a grant of emeritus status, the Faculty Member shall promptly return to the University all property belonging to the University that is in the Faculty Member’s possession or control, including without limitation all keys, identification cards, credit cards, computers or other electronics, documents and confidential information. Following the Separation Date, the University shall pay the Faculty Member any accrued, but unused vacation and floating holiday pay to which the Faculty Member may be entitled under University policy. The Faculty Member shall not be entitled to any further compensation from the University following the Separation Date other than that specified within this Agreement and shall be eligible to participate in the University’s benefits plans only to the extent permitted under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) or under the University of Nebraska’s retiree insurance program. If the Faculty Member elects COBRA coverage, the Faculty Member will be solely responsible for the timely payment of all applicable premiums to ensure continued coverage. Information regarding COBRA coverage can be obtained through the following websites:

<https://nebraska.edu/docs/benefits/COBRAInitialNotice.pdf>  
[https://nebraska.edu/docs/benefits/COBRA\\_Premiums.pdf](https://nebraska.edu/docs/benefits/COBRA_Premiums.pdf)

Following separation from employment, the Faculty Member shall continue to adhere to the terms of any confidentiality or nondisclosure agreements or obligations to which the Faculty Member may be a party that remain in effect.

2. **VSIP Incentive Payment.** As an incentive to voluntarily separate from employment, the University will pay the Faculty Member an amount that is equivalent to eighty percent (80%) of the Faculty Member's base annual academic salary as of October 1, 2019, the total gross amount of \$\_\_\_\_\_, ("VSIP Incentive Payment"). This amount will be paid in a lump sum payment to the Faculty Member within thirty-one (31) calendar days following the Separation Date. Because this payment constitutes income to the Faculty Member, all requisite payroll deductions will be withheld from that payment. This VSIP Incentive Payment is in addition to any other monies or benefits that the Faculty Member would have received if the Faculty Member had voluntarily resigned without participating in the VSIP. If the Faculty Member should die before receiving the VSIP Incentive Payment, the Faculty Member authorizes the University to distribute the VSIP Incentive Payment to \_\_\_\_\_ as the Faculty Member's designated beneficiary.

3. **General Release.** The Faculty Member, on behalf of the Faculty Member and the Faculty Member's representatives, family members, heirs, attorneys, executors, administrators, agents, successors and assigns, hereby releases, acquits and forever discharges the University of Nebraska ("University"), the University of Nebraska-Lincoln and all of their respective current and former regents, officers, employees, agents, and attorneys (collectively, the "Released Parties") from any and all claims, causes of action, charges, obligations, damages, and liabilities of any kind or nature, in law or in equity, whether known or unknown, suspected or unsuspected, internal or external, arising prior to the effective date of this Agreement, including without limitation any claims directly or indirectly arising out of, based upon or relating in any manner to the Faculty Member's employment with the University, the cessation of that employment and any rights associated with that employment, or any alleged act or omission by any of the Released Parties. Without limiting the generality of the foregoing, the Faculty Member expressly waives and releases all claims of discrimination, retaliation, harassment or failure to accommodate on the basis of age, race, color, national origin, ancestry, citizenship, religion, sex, disability, or any other basis under Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, as amended, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, as amended, the Older Workers Benefit Protection Act, the Equal Pay Act of 1963, Sections 1981 through 1988 of Title 42 of the United States Code, the Nebraska State Government Effectiveness Act, the Nebraska Fair Employment Practice Act, the Nebraska Age Discrimination in Employment Act, the Equal Pay Act of Nebraska, and all other local, state, or federal laws or regulations governing discrimination in employment, as well as all claims arising under any state or federal constitution, statute or common law relating to higher education, public employment, whistleblowing, contract law, tort law, or procedural or substantive due process. The Faculty Member is not waiving any claims to social security, workers' compensation or unemployment insurance benefits through this General release. The Parties acknowledge and agree that the general release contained within this paragraph should be construed as broadly as legally permissible.

4. **No Liability.** By entering into this Agreement, the University does not admit any wrongdoing, fault or liability of any kind towards the Faculty Member. This Agreement may not be used as evidence or otherwise cited or relied upon in any subsequent proceeding, other than a proceeding to enforce the terms of this Agreement, and is not to be afforded any precedential effort or to be construed as an admission as to any claimed facts or representations.

5. **Governing Law.** The laws of the State of Nebraska shall govern the validity, performance and enforcement of this Addendum. Any action brought to enforce this Addendum may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended. If any portion of this Addendum shall be declared invalid or unenforceable by a court of

competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Addendum.

10. **Voluntary Agreement.** The Faculty Member represents and warrants that the Faculty Member was specifically informed of the unit of employees from which the University selected who was and who was not eligible to participate in the VSIP, the eligibility factors for the VSIP, the time limits applicable to the VSIP, and the job titles and ages of all individuals who are eligible to participate in the VSIP, as well as the ages of all individuals in the same job classifications or organizational unit who are eligible to participate. The Faculty Member further represents and warrants that the Faculty Member has carefully read this Agreement, that Faculty Member had a full and complete opportunity to review and discuss the contents of this Agreement with an attorney of the Faculty Member's choice, that the Faculty Member fully understands the contents of this Agreement and any rights that the Faculty Member may be waiving through the execution of this Agreement, and that the Faculty Member is signing this Agreement freely and voluntarily. The Faculty Member further represents and declares that, in executing this Agreement, the Faculty Member relied solely upon the Faculty Member's own judgment, belief and knowledge. The Faculty Member acknowledges that no representative of the University has made any promise, representation or warranty whatsoever, written or oral, as any inducement to enter into this Agreement, except as expressly set forth within this Agreement.

11. **Revocation Period.** The Faculty Member acknowledges that the Faculty Member has been afforded a reasonable period of time of not less than forty-five (45) calendar days to review and consider the terms of this Agreement and that the Faculty Member has been advised to consult with an attorney of the Faculty Member's choice. The Faculty Member further acknowledges that the Faculty Member is being granted a period of seven (7) calendar days following his or her execution of this Agreement to revoke the Agreement. To revoke the Agreement, the Faculty Member must submit written notification of that revocation within the requisite time period to the Office of the Executive Vice Chancellor, Voluntary Separation Incentive Program, 208 Administration Building, Lincoln, Nebraska 68588-0420. The Parties agree that this Agreement will not become effective until each of the following conditions have been met: (a) the Faculty Member has executed the Agreement; (b) the revocation provided for within this paragraph has expired; and (c) each of the University's signatories to this Agreement has executed the Agreement.

12. **Entire Agreement.** This Agreement sets forth the entire agreement between the University and the Faculty Member and supersedes all prior oral or written agreements, negotiations, discussions, or understandings concerning the subject matter hereof. The terms of this Agreement may not be altered, amended, waived or modified, except by a further written agreement signed by both the Faculty Member and an authorized representative of the University. The headings contained within this Agreement are for convenience only and are not intended to be substantive. This Agreement may be executed in one or more counterparts through original, facsimile or electronic signatures, and the counterparts will be construed together to constitute the fully executed Agreement.

[The remainder of this page has been left blank intentionally.]

**THE FACULTY MEMBER REPRESENTS AND WARRANTS THAT THE FACULTY MEMBER HAS THOROUGHLY READ AND CONSIDERED ALL ASPECTS OF THIS AGREEMENT, THAT THE FACULTY MEMBER UNDERSTANDS ALL PROVISIONS OF THIS AGREEMENT, THAT THE FACULTY MEMBER HAS HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF THE FACULTY MEMBER'S CHOICE THROUGHOUT THIS PROCESS, AND THAT THE FACULTY MEMBER IS VOLUNTARILY ENTERING INTO THIS AGREEMENT AND FORFEITING CERTAIN EMPLOYMENT RIGHTS (INCLUDING TENURE RIGHTS) OF THE FACULTY MEMBER'S OWN FREE WILL, WITHOUT DURESS OR COERCION OF ANY KIND.**

**Faculty Member**

**The Board of Regents,  
University of Nebraska**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
William J. Nunez, Ph.D.  
Vice Chancellor, Business & Finance

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACKNOWLEDGED BY:  
Department Chair/Head/Director**

**Executive Vice Chancellor, or Vice President  
and Vice Chancellor, IANR**

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Signature

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Signature

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Date

**ACKNOWLEDGED BY:  
Dean**

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Signature

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Print Name

\_\_\_\_\_  
Date