This document serves as the plan document governing the terms of the Voluntary Severance Plan (VSP). Eligibility for the VSP and the benefits paid under the VSP are governed by the terms of this document.
INTRODUCTION

Alabama A&M University (hereinafter “AAMU” or “the University”), has adopted the Alabama A&M University Voluntary Severance Plan (hereinafter the “VSP, for the benefit of Eligible Employees as described in this document.

This VSP has been established in an effort to rebalance financial and human resources into highly strategic areas of the University. The VSP is designed to provide Eligible Employees who voluntarily elect to separate employment with the University with severance pay and severance benefits as described in this plan document.

This document shall serve as the plan document governing the terms of the VSP. Eligibility for the VSP and the benefits paid under the VSP 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 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 therefore is eligible to apply for participation in the VSP.

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

THE PLAN IS VOLUNTARY

Participation in the VSP 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 VSP. Employees are encouraged to consider the plan and determine whether it is the right opportunity for them.

The existence of the VSP does not in any way change the employee’s relationship with the University. Employees are free to choose to participate or not to participate. The employee should understand that if s/he is eligible and declines to participate, s/he will not be treated any differently with respect to future terms and conditions of employment than any other similarly situated employee. The employee should also understand that the 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. One is an "Eligible Employee" if s/he is actively employed by Alabama A&M University in a regular position and meets the criteria defined below as of February 26, 2015.

Eligibility Criteria:

- Full-time regular employees who are actively employed and members of the Teacher Retirement System of Alabama (TRS) AND have:
  1) twenty-five (25) or more years of service at the University, OR
  2) ten (10) or more years of service and are over age sixty (60) years.

Under the VSP:

- "regular employee" means an employee who is employed for an ongoing, indefinite period.

- "actively employed" means being actively at work; on the University payroll; on vacation; on sick leave; on military leave; on paid leave of absence; or on an approved unpaid leave of absence.

CONDITIONS OF INELIGIBILITY

Unless granted an exception by the President, employees shall not be eligible for severance pay or severance benefits under the VSP if the VSP Administrator determines that any of the following apply:

(a) the employee is not or ceases to be an "Eligible Employee" as defined above;

(b) the employee submits a resignation notice before February 26, 2015;

(c) the employee submits an effective notice of retirement before February 26, 2015. For purposes of the VSP, employees who (1) leave their position; (2) set a retirement date; (3) designate or obtain a retirement date; or (4) begin terminal leave have submitted an effective notice of retirement;

(d) the employee is terminated by reason of unacceptable performance or because of a violation of law, rule, or policy;

(e) the employee is employed in a grant-funded position;

(f) the employee is employed in a position that is funded with the use of federal monies;

(g) the VSP is terminated prior to its completion.
Under the VSP:

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

**EXCLUDED POSITIONS**

The University reserves the right to decline an application from an employee in 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; and 3) because of the critical nature of the function that the employee fulfills, there is insufficient time to hire a replacement for the employee without severe damage to the operations of the University. This right to deny an application may only be exercised at the discretion of the President of Alabama A&M University, with the advice of the President’s Cabinet and appropriate personnel.

**VSP APPLICATION PROCEDURE**

If one is an Eligible Employee, s/he may apply to participate in the VSP by (i) signing the VSP application form indicating that s/he elects to voluntarily separate from employment with the University and obtain severance pay and benefits, and (ii) submitting the signed VSP Application Form and signed Teacher Retirement System of Alabama Application to the VSP Administrator on or before **April 27, 2015**. The VSP Application form is attached hereto as **Attachment 1**. The Teacher Retirement System of Alabama Application form is attached hereto as **Attachment 2**.

Properly completed application forms must be either hand delivered or mailed via regular or express mail or private courier to the VSP Administrator, Alabama A&M University, Office of Human Resources, P.O. Box 305, Normal, AL 35762. Application forms must be received by the VSP Administrator no later than **5:00 p.m.** Central time on **April 27, 2015**. Any application that is submitted via mail or courier that is not postmarked prior to April 27, 2015 and/or not received by the VSP Administrator within three (3) business days of the application deadline will not be considered. All VSP applications are subject to the University’s approval.

A certain amount of designated funds are available for the VSP; therefore, the University does not guarantee that all Eligible Employees who apply for the VSP will be designated as Participants. As such, VSP Participants will be selected on a first come, first serve basis as applications will be marked with a date and time stamp when received by the Office of Human Resources on behalf of the VSP Administrator. The University has the right to establish objective priorities regarding the designation of employees as Participants based upon institutional workforce and financial priorities and goals.

*Application forms sent by facsimile, electronic mail, or campus mail will not be accepted.* The University will not be responsible for lost mail.
The employee may revoke the application form on or before May 8, 2015. If the application form is not revoked by such 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). The revocation letter must be in writing to the VSP Administrator and must be either hand delivered or mailed via regular or express mail or private courier to the VSP Administrator at Alabama A&M University, Office of Human Resources, P.O. Box 305, Normal, AL 35762. Revocation letters must be received by the VSP Administrator no later than 5:00 p.m. Central time on May 8, 2015. Revocations sent by facsimile, electronic mail, or campus mail will not be accepted. The University will not be responsible for lost mail.

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.” The notification of approval of applications to Eligible Employees will be postmarked no later than June 4, 2015. Participants will receive a Waiver and Release Agreement with the notification of their approved VSP application. The VSP Administrator will notify in writing each Participant’s department or unit head within five (5) business days of the notification to the appropriate participant and no later than June 11, 2015. Unless approved otherwise in writing by June 18, 2015, a Participant’s employment with the University shall terminate on June 30, 2015.

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

**WAIVER AND RELEASE**

In order to be eligible to receive the severance pay and severance benefits, the employee must submit a signed Waiver and Release Agreement to the VSP Administrator no later than 5:00 p.m. Central time the later of June 30, 2015 or his/her voluntary separation. No Waiver and Release Agreement may be submitted earlier than the Voluntary Separation Date. The required Waiver and Release Agreement is attached hereto as Attachment 3.

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 hand-delivery to the VSP Administrator, or by mail via regular or express mail or private courier addressed to VSP Administrator at Alabama A&M University, Office of Human Resources, P.O. Box 305, Normal, AL 35762.

Any revocation received after the seven (7) calendar days period will not be effective. Revocations sent by facsimile, electronic mail, or campus mail will not
be accepted. A Participant who timely revokes his or her Waiver and Release Agreement shall be deemed to have voluntarily resigned from employment as of the Voluntary Separation Date and will not be eligible to receive any severance pay or benefits under the VSP. A Participant who submits a signed Waiver and Release Agreement and who does not exercise his/her right of revocation shall be eligible to receive severance pay and severance benefits.

SEVERANCE PAY

Each Participant who executes and does not revoke a Waiver and Release Agreement will receive the following severance payment: a payment of fifty (50%) of his or her annual base salary, payable in two installments. For purposes of the VSP, Participant’s annual base salary shall not include any additional compensation, including but not limited to pay for supplements, overloads, etc.

Participants shall receive the above described payment from the University in two payments. Participants who submit an application to TRS to receive retirement benefits should, subject to the approval and policies of TRS, receive scheduled payments of any accrued TRS retirement funds/benefits as outlined in the TRS Retirement Plan and administered exclusively by TRS. The University makes no representation or guarantee regarding TRS’s payment of retirement benefits to TRS members.

PAYMENT OF SEVERANCE PAY

The University shall remit severance pay (e.g., fifty (50%) of the Participants’ annual base salary) to Participants in two installments. The first installment shall be paid within one hundred (100) days from receipt by the University of the Waiver and Release Agreement, which will be due on the Voluntary Separation Date and no later than September 30, 2015. The second installment shall be paid no later than January 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-day revocation period for the signed Waiver and Release Agreement has passed. If a Participant who has signed the Waiver and Release Agreement dies before receiving all of the severance pay, the University shall pay the remainder to the deceased employee’s designated beneficiary or estate.

VSP ADMINISTRATION

The VSP Administrator is the Director of Human Resources. In making initial determinations, the VSP Administrator shall have the discretionary authority to determine eligibility for severance pay and severance benefits and to construe the terms of the VSP, including the making of factual determinations. The VSP Administrator’s address is:

Alabama A&M University
Office of Human Resources
ATTN: VSP Administrator
P.O. Box 305
Normal, AL 35762
The VSP Administrator may delegate to other persons responsibilities for performing certain of the duties of the VSP Administrator under the terms of the VSP and may seek such expert advice as the VSP Administrator deems reasonably necessary with respect to the VSP. The VSP 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.

Following review by the VSP Administrator, all VSP applications will be sent to the Teacher Retirement System of Alabama (TRS) Main Office for review and approval. The decisions of the TRS shall be final and conclusive with respect to all questions concerning employee eligibility.

**PAYMENT OF SICK & ANNUAL LEAVE AND OTHER BENEFITS**

Pay and benefits, except severance pay specific to the VSP, payable to the Participant upon voluntary separation from employment with the University shall be paid in accordance with the terms of those established policies, plans, and procedures. As such, Participants’ accrued and unused sick leave and annual shall be paid in accordance with standard University and TRS Retirement policy.

The University is not required to permit Participants to use accrued and unused annual and/or sick leave prior to their voluntary separation date. Participants’ use of annual and sick leave prior to their voluntary separation date shall be governed by applicable University policy and subject to the discretion of their supervisor based upon the department’s workload.

The VSP does not include pay for continuation of health insurance or guarantee health insurance continuation. Participants are solely responsible for obtaining health insurance through COBRA, Medicare, or other health insurance plans. Participants that are enrolled in the University’s health insurance plan will retain University health insurance coverage according to the Public Education Employees’ Health Insurance Plan (PEEHIP) policy.

**RE-EMPLOYMENT OR OTHER WORK AT THE UNIVERSITY**

Participants may apply for employment at Alabama A&M University to any vacant position posted and advertised by the Human Resources Office after their voluntary separation date of **June 30, 2015.** Participants’ subsequent employment applications are subject to the standard assessment and interview procedures for all new hires at the University. The University does not guarantee future employment of Participants. The wages of Participants who are receiving TRS benefits at the time of potential re-employment at the University after their voluntary separation date will be subject to any applicable TRS wage/earning maximum provisions.

**QUESTIONS REGARDING THE VSP AND TRS**

VSP
For additional information or if you have general questions about the VSP:
• Call the Department of Human Resources at (256) 372-5835.

TRS
For additional information or if you have general questions about the Teacher Retirement System of Alabama (TRS):

- TRS Website: [http://www.rsa-al.gov/TRS/trs.html](http://www.rsa-al.gov/TRS/trs.html)
- TRS Telephone Number: 877-517-0020

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 outlined in this plan document. The VSP Administrator will attempt to resolve any disputes. In order to be considered, any dispute or disagreement you may have must be hand delivered or postmarked not later than thirty (30) calendar days from the date of the occurrence of the matter giving rise to dispute or disagreement or within thirty (30) calendar days after you, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the matter giving rise to the dispute or disagreement. Written disputes or disagreements sent by facsimile, electronic mail, or campus mail will not be accepted.

NO ASSIGNMENT OF VSP BENEFITS

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

CONFIDENTIAL INFORMATION/COOPERATION

Participannts 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 severance pay available under the VSP is the maximum severance related payment made available by the University in the event an Eligible Employee’s application for voluntary separation from employment is approved.

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 severance pay and severance 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. Severance pay and severance 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 severance 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 Alabama, 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 commence receiving severance pay and severance 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.
I want to apply for the Alabama A&M University Voluntary Severance Plan (VSP) and I understand this application must be hand-delivered or mailed via regular or express mail, or private courier, and received by the VSP Administrator at the address below by 5:00 p.m. Central time, April 27, 2015. I also understand that I may revoke my signed application by notifying the VSP Administrator in writing, on or before May 8, 2015. The revocation letter must be delivered by 5:00 p.m. Central time on or before May 8, 2015. I acknowledge that if I revoke my application, I shall not be entitled to any severance pay or benefits.

I acknowledge and agree that I understand the terms and conditions of the VSP and that my decision to apply is voluntary. I further acknowledge that in order to obtain severance pay and benefits, I must submit a signed Waiver and Release Agreement to 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 and benefits under the VSP. I understand that if I am eligible for retirement benefits under the Teacher Retirement System of Alabama (“TRS”) and elect to voluntarily terminate my employment 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 understand that the Alabama A&M University makes no representations or guarantees regarding TRS’s approval, administration, and/or payment of retirement benefits. I also understand that if I am retirement eligible and opt for a Voluntary Separation Date of June 30, 2015, I acknowledge that in order to obtain severance pay and benefits, I must submit a signed Waiver and Release Agreement by the later of my Voluntary Separation Date or June 30, 2015. 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 or benefits under the VSP. However, I understand that I may still be entitled to retirement benefits.

I also understand that if I apply for the VSP and am accepted and I do not sign and return the Waiver and Release Agreement, then I will not be entitled to VSP severance pay and benefits 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 VSP severance pay and benefits. Additionally, my employment will be terminated as of my Voluntary Separation Date. In other words, if I apply for VSP 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 Signature

_____
Employee ID Number

_____
Date
Submit the completed application to the following address. Applications received by fax and campus mail will not be accepted.

Alabama A&M University
Office of Human Resources
ATTN: VSP Administrator
P.O. Box 305
Normal, AL 35762

Received by:

________________________________________________________________________
Representative Signature                          Date and Time

Receipt Acknowledged by:

________________________________________________________________________
VSP Administrator Signature                        Date and Time
Teachers’ Retirement System of Alabama
Application for Retirement

Attached and available online at: http://www.rsa-al.gov/TRS/trs-pubs-forms.html
➢ Retirement / Disability Forms
➢ Retirement Application Packet Part I (Form 10)
Attachment 3

ALABAMA A&M UNIVERSITY
VOLUNTARY SEVERANCE PLAN
WAIVER AND GENERAL 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 Alabama A&M University (hereinafter the “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 and other benefits to be provided to me under the terms of ALABAMA A&M UNIVERSITY VOLUNTARY SEVERANCE PLAN (‘VSP’), I, on behalf of myself and my heirs, executors, administrators, attorneys and assigns, hereby waive, release and forever discharge the Alabama A&M University, its entities, including but not limited to departments, boards, divisions, affiliates, directors, attorneys, employees, employee benefit plans, insurers, assignees, fiduciaries, administrators, trustees, and legal representatives, both past and present from any and all known or unknown actions, causes of action, claims or liabilities of any kind which have been or could be asserted against the 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 Alabama, 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 Americans with Disabilities Act, as amended, the Family and Medical Leave Act, the National Labor Relations Act, as amended, the Worker Adjustment and Retraining Notification Act, and/or any other federal, state, municipal, or local employment-related statutes or ordinances (including, but not limited to, discrimination claims based on age, sex, attainment of benefit plan rights, race, ethnicity, religion, national origin, marital status, sexual orientation, ancestry, harassment, parental status, handicap, disability, retaliation, and veteran status); and/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 applicable Alabama law; and/or

(c) any claim that I might have for unemployment compensation through the State of Alabama or the University 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 estoppel, defamation, intentional infliction of emotional distress, tort, personal injury, invasion of privacy, violation of public policy, negligence and/or any other common law, statutory or other claim or grievance whatsoever arising out of or relating to my employment with and/or separation from employment with the University.
Notwithstanding the above General Release of all claims, I am not waiving or releasing: (i) claims for workers’ compensation; (ii) claims for medical conditions caused by exposure to hazards during my employment of which I was not aware before or at the time I signed this Agreement; (iii) claims arising after the date on which I sign this Agreement; (iv) claims for vested or accrued benefits under the Teacher Retirement System of Alabama 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 WAVING 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 THIS AGREEMENT, 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. Re-employment or Other Work. I understand and agree that the University is under no obligation to employ me or re-employ me or to consider me for employment or re-employment.

6. Legal Review and Consultation. I acknowledge that I have been advised in writing by this Agreement to consult with an attorney, at my own expense, before signing this Agreement, to help ensure that I fully understand the significance of all terms and conditions of this Agreement.

7. Return of University Property. On or before my Voluntary Separation Date, I must return to my immediate supervisor all University property in my possession or control, whether at work or elsewhere, including but not limited to keys, cell phone, uniforms, laptop computer, pda/Blackberry, identification badge, credit cards, calling cards, parking tag, University documents or recordings, and any other property of Alabama A&M 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-discloseable under state or federal law.

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

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

12. **Revocation.** I understand that I may revoke this Agreement within seven (7) days after signing and that any revocation must be made in writing and received within those seven (7) days either hand-delivered or mailed via regular or express mail or private courier to VSP Administrator at Alabama A&M University, Office of Human Resource, ATTN: VSP Administrator, P.O. Box 305, Normal, AL 35762. I further understand that if I revoke this agreement, then: (i) I shall not receive the VSP Benefits, and (ii) I shall nonetheless separate from employment with Alabama A&M University as of my Voluntary Separation Date.

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

________________________________________  ______________________________
Print Name  Date
Teachers' Retirement System of Alabama

Retirement Application Packet

Part I

This packet includes the following documents:

☐ Form 10 - Application for Retirement

☐ PEEHIP Insurance Authorization Form

☐ Direct Deposit Authorization Form

The Application for Retirement must be received at least 30 days and not more than 90 days prior to the effective date of retirement. The effective date of retirement must be the first day of a month.

P. O. Box 302150
Montgomery, Alabama 36130-2150
334-517-7000 or 877-517-0020
www.rsa-al.gov
Checklist for TRS Retirement Application

Congratulations! You are about to begin what we hope will be a long and happy retirement. This retirement packet, Part I, contains the information and forms you need to initiate the retirement process. Once we receive your completed Part I forms, you will be sent Part II: Retirement Benefit Option Selection and Tax Forms Packet. The retirement process is not complete until you have returned the Benefit Option Selection Form.

To Apply for Your TRS Retirement Benefit:

☐ Complete the Form 10 - Application for Retirement and detach it.

☐ Have your employer certify the Employer Certification portion of the Form 10.

☐ If you are applying for disability retirement, a Report of Disability Packet must be completed by you and your doctor and received by the TRS along with your Form 10 at least 30 days and not more than 90 days prior to the effective date of retirement.

☐ Complete the PEEHIP Insurance Authorization Form, which can be found on the back of the Application for Retirement.

☐ Complete the front page of the Direct Deposit Authorization form, then take or mail the form to your financial institution. This form will authorize the Teachers’ Retirement System to remit and credit your benefit directly to your bank account and eliminate the possibility of your check being lost or stolen.

☐ Send the Form 10 - Application for Retirement, the PEEHIP Insurance Authorization form, and any other completed forms to: TRS, P. O. Box 302150, Montgomery, AL 36130-2150. Your Application for Retirement must be received by the TRS at least 30 days and not more than 90 days prior to the effective date of retirement. The effective date of retirement must be the first day of a month.

☐ Once we receive your Application for Retirement (Part I), you will be sent Part II: Retirement Benefit Option Selection and Tax Forms Packet. This packet will contain a retirement allowance report. All TRS retiring members automatically receive the Maximum Benefit unless a Benefit Option is chosen. Your Benefit Option Selection form must be received by the TRS prior to the effective date of retirement. Otherwise, by law you will automatically receive the Maximum Benefit which is irrevocable.

☐ Make sure that the TRS has your current home address. If your home address should change, notify the TRS in writing. Important information regarding your retirement will be mailed from time-to-time directly to your home address.

Should you desire to cancel your Application for Retirement, written notice must be given to the TRS prior to your effective date of retirement. Failure to give timely notice will result in an irrevocable application.

Your retirement account will be audited both at the time of retirement and after all contributions have been remitted. Discrepancies between the contributions certified on your Application for Retirement and the contributions remitted to the TRS may affect your retirement benefits and/or your eligibility for retirement.

For further information about the retirement process, please read your TRS Member Handbook. We also encourage you to check out our Web site at www.rsa-al.gov. If you have questions, feel free to contact one of our retirement counselors.

As always, we will do our best to help you and all other TRS retirees enjoy their retirement years.
Application for Retirement
Teachers' Retirement System of Alabama

Member Information
Name ____________________________________________ Soc. Sec. No. __________________________
Home Address ____________________________________________ Date of Birth ____________
________________________ Street or P. O. Box ____________ Home Phone (________)
________________________ City State Zip ____________ Work Phone (________)
Employer ____________________________________________

Type of Retirement (Check One): ☐ Service ☐ Disability (Report of Disability form must also be submitted.)

Date of Retirement (This date is always the first of a month.) ________ 1, 20__
Month Year

Name of bank/financial institution to which retirement benefit is to be deposited
(The properly completed Direct Deposit Authorization form must be submitted to the TRS to authorize remittance to the bank/financial institution.)

Beneficiary Designation
I am designating the following beneficiary to receive any benefit due at my death ______________________
Relationship to me ____________________________________________ Date of Birth ____________
Social Security Number ____________________________________________

In the event the designated beneficiary listed above is different from that listed on my active account, I desire the change to be effective (Check One).
☐ Upon the duly executed completion of this application filed through the TRS with the Board of Control.
☐ On the date my retirement benefit becomes due and payable.

Member Authorization
Signature of Applicant ____________________________________________ Date ____________

STATE OF ____________________________________________ COUNTY OF ____________________________
On this ________ day of ____________, 20__, personally appeared before me, the above named individual and made oath that the statements made are true.
Notary ____________________________
My Commission Expires: ____________________________

Employer Certification
Date on which service of applicant will terminate ____________________________
Closing date of last payroll of applicant ____________________________
Job classification ____________________________
Contract salary for full year ____________________________
Total contributions (to be) deducted for the current scholastic year ____________________________
Total contributions (to be) deducted after the current scholastic year ____________________________
Days worked/days contracted for the current contract period ____________________________
Total accrued and unused sick leave days at date of retirement for which no lump sum payment will be made ____________________________
Signature of Authorized Official: ____________________________ Work Phone (________)
Employing Institution: ____________________________ Date: ____________________________

Please certify deductions for last 7 months for which contributions will be submitted.

Jul Jan
Aug Feb
Sep Mar
Oct Apr
Nov May
Dec Jun

Please complete the information on the reverse side of this form.
Insurance Authorization Form
Public Education Employees’ Health Insurance Plan (PEEHIP)

Part I: Members Currently Enrolled
Members currently enrolled in Hospital/Medical coverage with PEEHIP check the box which applies:
☐ I wish to continue my Hospital/Medical coverage with PEEHIP.*
☐ I do not wish to continue my Hospital/Medical coverage with PEEHIP.
Marital Status: ☐ Single ☐ Married ☐ Divorced ☐ Widowed

Signature of Retiree ___________________________ Date ___________________________

Part II: Member Combining Allocations with Spouse
Members combining allocations with spouse check all that apply:
☐ I am presently transferring allocation to retired spouse contract number ___________________________ and wish to continue in that manner.
☐ I am presently receiving allocation from my active spouse and wish to continue in that manner.
☐ I am presently transferring allocation to active spouse contract number ___________________________ and understand that I must enroll in the Hospital Medical Plan in my name and receive my active spouse’s allocation.**

**PEEHIP policies require the retiree to enroll in insurance in his/her name if combining allocation with active spouse. Enrollment application will be sent to retiree to enroll.

Spouse retiree date (if applicable) ___________________________

Employer Certification (to be completed by payroll/insurance official)
The final payroll deduction of $ ___________________________ will be deducted for ___________________________ month coverage.
This employee is a 8, 10, 11, 12 month employee.

Signature of Authorized Official ___________________________ Date ___________________________

Part III: Optional Coverage
Persons with only the Optional coverages (Dental, Cancer, Indemnity, and Vision) may continue all four coverages or drop two options at date of retirement. The retired state allocation will pay the premium for two of the options without a payroll deduction for those retired members enrolled in only the optional coverages. If you are not currently enrolled in optional coverage, you can only enroll during the Open Enrollment Period. *

If you are enrolled in the Optional coverages only, please indicate which coverages you wish to keep on your date of retirement. If you wish to keep all four options, mark “all.”
☐ Cancer ☐ Indemnity ☐ Dental ☐ Vision ☐ All

Signature of Retiree ___________________________ Date ___________________________

Part IV: Non-Participating System
Persons whose public education employer does not participate in PEEHIP Hospital/Medical will be provided with information and an enrollment form about PEEHIP. If you wish to enroll, complete an enrollment form and submit it with the payment for the first month’s premium no later than your effective date of retirement. If you are not enrolled in your employer’s Hospital/Medical coverage, you and your dependents will be required to serve a 270-day waiting period on all pre-existing conditions with PEEHIP.

Part V: Vested Members Not Currently Enrolled
If you are not currently employed in public education in Alabama, you are eligible to enroll in the Hospital/Medical insurance through PEEHIP on your date of retirement. You and your dependents will be required to serve a 270-day waiting period on all pre-existing conditions unless proof of previous coverage is received and approved. Please indicate your intentions below and an enrollment form will be provided to be completed and returned no later than your date of retirement with the payment for the first month’s premium.

☐ I wish to enroll in the Hospital/Medical coverage with PEEHIP effective the date of my retirement.
☐ I do not wish to enroll in the Hospital/Medical coverage with PEEHIP.

Part VI: PEEHIP Subscriber Certification
I agree to have premiums deducted from my retirement check for any months that are due but were not deducted.

Signature of Retiree ___________________________ Date ___________________________

* To members enrolled in both the PEEHIP Hospital/Medical coverage and one or more optional coverages: A member cannot drop optional coverages (Dental, Cancer, Indemnity, Vision) until the Open Enrollment Period. Hospital/Medical coverage will be dropped the first day of the month following receipt of notification. Optional coverages can only be added during the Open Enrollment Period.
The retiree or beneficiary of a deceased retiree must complete the front page of this form. Then take or mail the form to your financial institution so they may verify the information on the front, complete the information on the reverse side, and agree to the Master Agreement.

**Retiree/Beneficiary Information**

Social Security Number

Name

Address

Daytime Phone No.

Benefit Recipient (Please check one):

- Retiree
- Beneficiary of Deceased Retiree/Member

Indicate the system(s) from which you would like your benefit(s) direct deposited.

- Teachers’ Retirement System
- Employees’ Retirement System
- PEIRAF
- Judicial Retirement Fund
- RSA-1

**Joint Account Holder’s Certification:**

I agree to notify the Retirement Systems of Alabama (RSA) immediately of the death of the recipient of the retirement benefits being deposited to this joint account, and to return all payments to the RSA that are deposited to this account after said death. The RSA will determine and pay any survivor benefits. The RSA is authorized to make necessary debit entries to this joint account for any credits that were made in error.

Name(s) of Joint Account Holder(s)  Signature(s) of Joint Account Holder(s)

Date

**Retiree/Beneficiary Certification:**

Each benefit payment is to be credited to my account at the financial institution specified on the reverse side of this form and such payment will be in full payment, satisfaction, and discharge of the amount then falling due and payable to me on account of such payments.

If my death occurs prior to the due date of any payment made by the RSA in compliance with this request or if adjustments are required for any credit entries to my account, I authorize the RSA to make the necessary debit entries to my account. I hereby reserve the right to revoke or cancel this request, such revocation or cancellation to take effect within 30 days of receipt of written notice by the RSA.

I authorize my payment to be sent to the financial institution named on the reverse side of this form to be deposited to the designated account.

Signature of Retiree/Beneficiary  Date
Financial Institution Information (to be completed by a representative of the financial institution)

Name of Retiree/Beneficiary ____________________________ Soc. Sec. No. ____________________________

Depositor Account No. ____________________________ Bank Routing No. ____________________________

Name of Financial Institution ____________________________ Type of Account: □ Checking □ Savings

Mailing Address ____________________________________________

__________________________________________________________

Name(s) of Person(s) on this Account:

__________________________________________________________

__________________________________________________________

Financial Institution Certification and MASTER AGREEMENT:

Both the Retirement Systems of Alabama (RSA), as Originator, and the above named Financial Institution identified on this side of the form consider the following to be the MASTER AGREEMENT pursuant to the provisions of Section 4.8.5 of the 2006 Operating Rules of the National Automated Clearing House Association and agree that it is to be applicable to all payments sent by the RSA to the Financial Institution for the benefit of all benefit recipients having accounts at the Financial Institution.

In consideration of the RSA making payments in accordance with the foregoing request without requiring proof that the retiree/beneficiary identified on this form is alive on the date which such payments become due and are credited to his or her account, the Financial Institution hereby agrees to repay and refund to the RSA on demand, the amount of any payments made to and received by the Financial Institution, the due date of which occurred after the date of death of the benefit recipient. The Financial Institution further agrees to accept the certification of the RSA as to the date of death of such payee as sufficient evidence.

I confirm the identity of the named retiree/beneficiary, account number and type. As representative of the above named Financial Institution, I certify that the Financial Institution agrees to receive and deposit identified payment in accordance with the MASTER AGREEMENT and agree that pursuant to Section 4.8.5 of the 2006 Operating Rules of the National Automated Clearing House Association the MASTER AGREEMENT is applicable to all payments sent by the RSA to the Financial Institution for benefit of the retiree/beneficiary.

Name of Representative ____________________________

Signature of Representative ____________________________ Date ____________________________

Telephone Number ____________________________

Note: Direct Deposit Authorization forms that are processed after the 18th of each month will become effective the following month.

Please return completed form to:

The Retirement Systems of Alabama
P.O. Box 302150
Montgomery, AL 36130-2150