

2024 Voluntary Separation Incentive Program (VSIP)
SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is by and between the Board of Trustees of the California State University through Cal State University, Easy Bay (the "University") and [insert name] ("Employee"). As used in this Agreement, "University" includes the Board of Trustees of the California State University and its agents, employees, attorneys, officers, directors, trustees, auxiliary organizations, affiliates, predecessors, successors in interest and assigns, and representatives. The University and Employee are sometimes collectively referred to as the Parties.

Factual background

Whereas, Employee voluntarily applied for and agrees to voluntarily resign in accordance with the Voluntary Separation Incentive Program Terms and Conditions (attached as Appendix 1), effective June 30, 2024;

Whereas, the University has accepted Employee's Application (attached as Exhibit 1) to participate in the Voluntary Separation Incentive Program pending the timely execution of this Agreement, per the Terms and Conditions of the Voluntary Separation Incentive Program;

Whereas, both the University and Employee desire to settle/avoid any actual or potential differences and disputes of their employment relationship, and wish to avoid the expense, inconvenience, and uncertainty of further proceedings.

Now, in consideration of the foregoing, and of the mutual covenants, commitments, and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, University and Employee each acknowledge and voluntarily agree as follows:

Agreement terms

1. _____ Employee agrees to voluntarily resign from Employee's employment with the University, effective June 30, 2024. Employee hereby delivers to the University a signed letter of resignation (attached as Exhibit 2).
2. The University agrees to accept Employee's volun

- a. Employee hereby waives and fully releases and forever discharges the University from any and all claims, causes of action, complaints, damages, agreements, suits, attorney's fees, loss, cost or expense, obligations and liabilities, of whatever kind or character, any statutory claims, or any and all other matters of whatever kind, nature or description, whether known or unknown, occurring prior to the date of the execution of this Agreement, which Employee may have against the University, by reason of or arising out of or concerning Employee's employment with the University. Employee acknowledges and agrees that Employee's release of claims specifically includes, but is not limited to, any retreat rights, as well as any and all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. section 621 et seq / C /

agency. Notwithstanding the foregoing, the Employee agrees to

