

**SEPARATION AGREEMENT
AND RELEASE**

This Agreement is entered into by and between Tarleton State University, a member of The Texas A&M University System, an agency of the State of Texas located in Stephenville, Texas (“University”), and Michael Landis, an individual employed by the University (“Landis”); these entities may be referred to collectively as the “parties.”

1. Landis has been employed by the University since January 16, 2013 and currently serves as Assistant Professor of History in the Department of Social Sciences.

2. Landis submits his resignation from his faculty position as Assistant Professor with the University, including all rights and benefits associated therewith, to pursue a professional opportunity elsewhere.

3. The University accepts Landis’ resignation from his position as Assistant Professor with the University.

4. The University has determined that it is in its best interest to pay, and has agreed to pay Landis \$61,352.15 (\$51,665.00 which represents 8 months gross salary and \$9,617.15 which represents summer school pay) less applicable payroll taxes, in two lump sum payments equal to one-half of the just stated amount in consideration for his resignation effective September 30, 2018 and his additional covenants set forth in this Agreement. The first payment shall be paid within thirty (30) business days of the execution of this Agreement, and the second payment shall be paid January 15, 2019. No withholding for TRS shall be made on the lump-sum payments.

5. In consideration of the recitals set forth above, the receipt and sufficiency of which are hereby acknowledged, and the relinquishment of his legal rights as described in this Agreement, Landis has this day released and by these presents does release, acquit, and forever discharge THE TEXAS A&M UNIVERSITY SYSTEM, TARLETON STATE UNIVERSITY, their regents, officers and employees, from any and all claims, demands, and causes of action of any kind whatsoever, which Landis has or might have, known or unknown, directly or indirectly, based upon any matters arising from Landis’ employment that occurred prior to the execution of this Agreement.

6. Landis specifically represents and warrants that he understands that by signing this Agreement he is waiving his rights and releasing the above-named parties and entities from any and all claims or liabilities associated with or related to his employment with the University, however determined, arising prior to the execution of this Agreement. Except as provided in paragraph 7, this release and waiver is intended by the parties to bar any and all legal and/or equitable actions in any judicial or administrative forum, including but not limited to, claims or actions under any federal or state civil rights or employment statutes, including the Age Discrimination in Employment Act.

7. Landis and the University agree that neither Landis at any time, nor the current President, Provost, Dean of the College of Liberal & Fine Arts, and Head of the Social Sciences Department of the University while employed at the University, will make any false or disparaging statements about the other party to third parties. Notwithstanding the prohibition in the preceding

sentence, each party shall respond accurately and fully to any question, inquiry, or request for information when required by legal process, or when posed by a governmental entity, or in response to a valid, enforceable subpoena. Landis expressly acknowledges that the University has no control over words or actions of persons not named in this Agreement. Additionally, should the University receive a request for a reference for Landis (including from a governmental entity), the named persons and human resources will respond by verifying employment dates, salary, and titles only.

8. Landis agrees that he will not seek re-employment with, nor seek to perform services for the University or any other member of The Texas A&M University System. Should Landis nevertheless seek re-employment with the University or apply to any other member of the Texas A&M University System, this Agreement will serve as the basis to decline hiring Landis.

9. Nothing in this agreement prohibits Landis from filing a charge of discrimination with the EEOC or participating in an EEOC investigation; provided, however, that by signing this agreement, Landis waives any right to seek or accept any monetary or other relief of any nature whatsoever in connection with any such charge, investigation or proceeding.

10. Each party executing this Agreement acknowledges that they understand the terms of this Agreement and freely enter into this Agreement. University advises Landis to consult with an attorney prior to executing this Agreement.

11. It is expressly understood and agreed that the terms hereof are contractual and not merely recitals and that the agreements herein contained and the consideration transferred is to compromise doubtful and disputed claims, avoid litigation, and buy peace, and that no payment made nor release or other consideration given shall be construed as an admission of liability, all liability being expressly denied.

12. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to this matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist.

13. This Agreement shall be governed by the laws of the State of Texas and is effective on the date set forth below.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 27th day of September, 2018.

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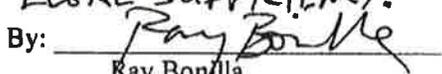
TARLETON STATE UNIVERSITY

By: 
Dr. F. Dominic Dottavio
President

MICHAEL LANDIS

By: Michael Todd Landis
Michael Landis

APPROVED AS TO FORM +
LEGAL SUFFICIENCY:

By: 
Ray Bonilla
General Counsel
The Texas A&M University System

Date: 9/25/18