

University of Akron
Phased Retirement Program
Limited Release and Limited Waiver of Claims Agreement

This Limited Release and Limited Waiver of Claims Agreement (the “Agreement”) is executed by and between _____ on his/her own behalf and on behalf of his/her heirs, executors, administrators and assigns (collectively, the “Employee”) and The University of Akron, its Board of Trustees, individual Board members, both past and present, the University’s past and present administrators, employees, agents, and representatives (collectively “the “University”).

WHEREAS, the Employee, by virtue of holding a qualifying position as a full-time Contract Professional or Staff employee, is eligible to apply for and participate in the Phased Retirement Program (“the Program”) providing certain opportunities to the Employee at the University following his or her retirement; and

WHEREAS, the Employee has indicated that he or she has voluntarily applied for, desires to participate, and has submitted the Application for the Program; and

WHEREAS, as a condition of the Employee becoming a Participant in the Program, the Employee is required to enter into this Limited Release and Limited Waiver of Claims Agreement.

NOW, THEREFORE, IT IS AGREED by and between the Employee and the University as follows:

(1) The Employee by signing this Limited Release and Limited Waiver of Claims Agreement hereby affirms his or her decision to become a Participant in the Program by agreeing to retire from employment as an Employee of the University of Akron and submitting an Application to the Program.

(2) The Employee, in consideration of the University’s promises under the Program, except as noted below in paragraph 4, hereby waives, releases and forever discharges the University, its Board of Trustees, individual Board members, both past and present, the University’s past and present administrators, employees, agents, and representatives from any and all actions, proceedings, claims, demands, damages, interest, benefits or suits in law or equity, related to or arising out of the Program, the Employee’s election to participate in the Program, the administration of the Program and other matters arising out of or otherwise related to the Employee’s separation of employment in conjunction with the Program, including but not limited to:

(A) Any and all claims, actions or suits arising under any federal or state statute, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. §12101 et seq., the Family and Medical Leave Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, 29 U.S.C. 621, et seq., including any claim under the “Older Workers Benefit Protection Act,” all as amended, state or local

human or civil rights, workers' compensation, wage or labor law, including, but not limited to, the Ohio Civil Rights Act, Ohio Revised Code Chapter 4112; and

(B) Any claim, action or suit alleging that he/she was illegally or improperly forced or under duress to retire from his/her employment with the University.

(3) Exclusively as the Agreement pertains to the Employee's release of claims under the Age Discrimination in Employment Act ("ADEA"), the Employee, pursuant to and in compliance with the Older Workers Benefit Protection Act: (i) is advised to consult with an attorney prior to executing this Agreement; (ii) is afforded a period of forty-five (45) calendar days to consider the Agreement; and (iii) may revoke the Agreement during the seven (7) calendar days following its execution. The Employee's knowing and voluntary execution of the Agreement is an express acknowledgment and agreement that the Employee had the opportunity to review the Agreement with an attorney if he/she so desired; that Employee was afforded forty-five (45) days to consider the Agreement before executing it (even if the Employee voluntarily chose to sign the Agreement prior to the expiration of the 45-day period); that Employee agrees the Agreement is written in a manner that enables him/her fully to understand its contents and meaning; and that Employee is being given seven (7) days to revoke the Agreement.

(4) Because this Limited Release and Limited Waiver of Claims Agreement relates only to issues regarding the Program, this document does not release the University from other claims unrelated to the Program, including, without limitation, claims: (i) arising independently from any collective bargaining agreement (ii) relating to post-retirement medical benefits for dependents for those employees hired prior to January 1, 1992, who otherwise meet this eligibility requirement; (iii) cash out of sick leave, if qualified; (iv) other minor benefits normally extended to retired Contract Professional and Staff employees, including, but not limited to items such as access to University e-mail, library, and software access; (v) any grants which may involve the Employee, the University and/or outside funding agencies.

(5) The Employee acknowledges and agrees that the University and its representatives, agents and employees have not made, and that Employee has not relied on, any representation(s) or promise(s) from the University, its employees, representatives and agents in making his/her decision to enter into this Agreement, except for the representations and promises that are contained in this Agreement. The Employee and the University further understand and agree that this Agreement constitutes the entire understanding and agreement between them pertaining to its subject matter; supersedes any other agreement, written or otherwise, pertaining to its subject matter; and, constitutes their full obligation to one another.

(6) This Agreement shall be binding upon the University and the Employee, as well as their heirs, executors, administrators, successors, and assigns.

(7) The Employee acknowledges that no representations have been made to the Employee regarding the availability, unavailability, level or character of retirement or severance benefits which may or may not be made available in the future to the employees of the University. The Employee affirms that the terms of the Program represent good and valuable consideration for the Employee's separation, regardless of any severance or retirement incentive benefits which may become available in the future to employees of the University.

(8) It is further specifically understood by the Employee and the University that

this voluntary severance from employment with the University will disqualify the Employee from receipt of unemployment benefits pursuant to the provisions of the Ohio law as it constitutes a voluntary termination of employment without cause attributable to the employer.

(9) This Agreement shall be subject to, and governed by, the laws of the State of Ohio, without regard to any choice of law or conflict of laws provisions, and irrespective of the fact that Employee may now be, or may become, a resident of a different state.

(10) The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement or the Program shall be the Ohio Court of Claims in Franklin County in the State of Ohio, and the Employee and University irrevocably consent to the personal jurisdiction of such court. In the event any parts of this Agreement are found to be void, the remaining provisions of the Agreement shall nevertheless be binding with the same effect as though the void parts were never contemplated.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed as of this ____ day of _____, 2018.

The University of Akron

Employee

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____