

UNIVERSITY OF MISSOURI

TRANSITION ASSISTANCE PAYMENT AGREEMENT AND RELEASE

I, _____, in consideration of the transition assistance payment to be paid to me by The Curators of the University of Missouri (hereinafter 'University') according to the University's Transition Assistance policy, hereby acknowledge and agree to the following:

1. The transition assistance payment does not constitute compensation paid for services regularly rendered and, like the time period I receive such payment, shall not be included as service credit or as such compensation in calculating retirement benefits, if any, to which I may be entitled.

2. I am not relying upon tax advice given by the University or any of its employees, and I further acknowledge that I have been advised to and given an opportunity to consult with an attorney prior to signing this agreement. I have been provided at least twenty-one (21) days to consider whether to sign this agreement.

3. I hereby covenant and agree that in exchange for the transition assistance payment I receive, I waive, fully release and forever discharge the University, its governing board and all its agents, officers and employees, of and from any and every claim, demand and cause of action of whatsoever nature which I now have, or may in the past have had, related either directly or indirectly to my employment by the University or the ending of that employment, including, without limitation, any alleged claims of discrimination under the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Older Workers Benefit Protection Act, the Missouri Human Rights Act, the Americans With Disabilities Act, the Equal Pay Act, 42 U.S.C. §§ 1981, 1983 and 1985, 18 U.S.C. § 1514A, the Family and Medical Leave Act, the Fair Labor Standards Act and also including any claims for loss of income, loss of future earnings, loss of fringe benefits, loss of any increase in retirement benefits and costs or damages of any and every nature, including attorney's fees, allegedly sustained by or accruing to me in connection with my employment with the University or the ending of said employment. Notwithstanding the generality of the foregoing waiver, release and discharge, I understand that it is not intended to and does not waive, release or discharge any pending Workers' Compensation claim which I may have.

4. I hereby waive any rights I may have to file an internal grievance or a complaint under the applicable equity resolution process or participate in any other internal process to challenge the layoff or any other aspect of my employment.

5. In the case of death, retirement, termination, receipt of Long-Term Disability (LTD) benefits or if the University rehires me into a regular position during the period for which the transition assistance payment is provided, I understand that the transition assistance payment will be discontinued. Further, I agree that any amount paid to me in excess of the amount due under the University of Missouri Transition Assistance policy is a legal debt and obligation and that such amount may be offset against and deducted from my payroll check if the University rehires me.

6. None of the terms or conditions of this Agreement shall in any manner be altered, amended, waived or abandoned, except by written agreement of the parties, and no delay by the University in enforcing any of its rights hereunder shall be deemed a waiver of such rights.

7. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings related to the subject matter hereof.

8. This Agreement shall be deemed to have been entered into under the laws of the State of Missouri, and the rights and obligations of the parties hereunder shall be governed and determined according to the laws of that state.

9. I have had adequate time to reflect on the advisability of entering into this Agreement and have entered into this Agreement knowingly and voluntarily.

10. This Agreement and Release shall not become effective or enforceable until seven (7) days following its execution by me and during such seven (7) day period, I may revoke the agreement by notifying the University in writing of such revocation.

Employee Signature

Date

State of Missouri)

)ss

County of _____)

Be it remembered that on this ____ day of _____, 20____, before me, a Notary Public, appeared _____, to me known to be the identical person who executed the Agreement, who, being first duly sworn, stated and duly acknowledged to be that he/she executed the same as his/her

free and voluntary act and deed for the uses, purposes and in consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed by notarial seal, the day and year above written.

_____ Notary Public

My commission expires: _____

Return the completed form to your campus human resources office.

Effective: March 1, 2009

Revised: September 1, 2016

Last Revised: May 17, 2017