

2021 Retirement Incentive: Participant Agreement Sample for Tenure-Related Faculty

SAMPLE - Tenure-Related Faculty

Participant Agreement & Release 2021 Retirement Incentive

This Participation Agreement & Release ("Agreement") is entered into by and between the above identified employee ("Employee") and the employer, University of Oregon ("the University") (individually a Party and collectively referred to as the Parties). By signing below, the Parties hereby acknowledge and voluntarily agree to the following:

RECITALS:

1. Employee has voluntarily applied for and is eligible to participate in the 2021 Retirement Incentive offer from the University;
2. The University approves Employee's participation in the 2021 Retirement Incentive and accepts Employee's voluntary resignation from employment as of June 30, 2021;
3. Employee agrees, in exchange for approval for the incentives offered through the 2021 Retirement Incentive, to waive and release any and all claims that Employee may have against the University.
4. Employee has fully and carefully read the below legal document and has had the opportunity to seek independent legal advice or to consult their union representative regarding the terms of the university's program before signing the below.

AGREEMENT:

Now, therefore, in consideration of the mutual covenants and promises contained herein, including the recitals set forth above, the Parties agree as follows:

1. **Resignation:** Employee hereby voluntarily and irrevocably resigns from the University on June 30, 2021 ("Resignation Date"). This Agreement shall serve as Employee's formal notice of resignation, and the University's signature below shall serve as its formal acceptance of the notice of resignation. The University will rely on the Employee's resignation going forward.
2. **Incentives:** Employee will receive the payments detailed in Attachment A to this Agreement within 30 days of the Resignation Date. Employee agrees that no other payments are due following Employee's resignation, except for those specified in this Agreement and Employee's final paycheck, which will include any vacation payments required under University policies and procedures.
3. **Employee Acknowledgements:**
 - a. Health insurance. Employee understands that Employee is solely responsible for enrolling in a health insurance plan when Employee's University health insurance coverage ends. Employee understands that **the University will not enroll Employee in a plan** to cover Employee after Employee's employment at the University ends.
 - b. Retirement benefits. Employee understands that the University's contributions to the Employee's retirement plan will end on the Resignation Date. Employee understand it is Employee's individual responsibility to review the implications of participation in this program with Employee's specific retirement program(s), Optional Retirement Program (ORP), and/or Public Employee Retirement System (PERS). Employee is entitled to retirement benefits outlined on the Office of Human Resources' website and in the United Academics collective bargaining agreement, Article 30, as applicable. Faculty may also be entitled to emeritus status pursuant to University policy.
 - c. Tax consequences. Employee understands Employee is fully responsible for any taxes on incentives paid through the 2021 Retirement Incentive, and it is Employee's individual responsibility to review the implications of participation in this program with Employee's tax advisor. Employee understands and agrees no information the University has provided constitutes tax advice.
 - d. Unemployment insurance. Employee understands and acknowledges that, due to the voluntary nature of the resignation, Employee is not entitled to unemployment insurance benefits and agrees not to file for such benefits.
 - e. Reinstatement. Employee understands Employee has no automatic right to reinstatement of employment following the Resignation Date and that if reinstatement was considered, it would follow normal university processes, including applicable collective bargaining agreements. This agreement supersedes all other oral or written promises regarding reinstatement after the Resignation Date. Employee should not rely on other incentives (promise to reinstate or otherwise) in agreeing to sign the below or in agreeing to participate in the 2021 Retirement Incentive.
 - f. Transition. Employee agrees to respond promptly to the University's requests for information and to cooperate with the University in providing information concerning matters that employee worked on as a University employee, for the purpose of transitioning those matters to other University employees.

g. Return of University property. Employee agrees to return to the University any and all University property in Employee's possession on or before the Resignation Date.

4. **Release:** In exchange for the above, Employee knowingly, willingly, and voluntarily releases the University, its agents, employees, officers, trustees, directors, and assignees from any and all claims, charges, obligations, duties, grievances or other complaints arising out of or relating to Employee's employment with the University and/or resignation. This release includes but is not limited to internal grievances, claims for wages, monies, damages, attorneys' fees, emotional distress, stress, discrimination, physical injuries, bodily injury, medical expenses, breach of contract, and reinstatement to employment. This release also includes any claim under state, federal, or local law or authority, including but not limited to any claim for additional compensation in any form and any claim arising under any Oregon or federal statutes pertaining to wages, condition of employment, wrongful discharge, retaliation or discrimination in employment. This release includes but is not limited to claims arising under Title VII of the Civil Rights Act, the American with Disabilities Act (ADA), Oregon's Family Leave Act and Family and Medical Leave Act, the Equal Pay Act, Oregon Revised Chapters 652, 653, 654, and 659A, the Post Civil War Acts (42 USC §§ 1981-1988), the Fair Labor Standards Act, the Occupational Safety and Health Act, the Vietnam Era Veterans Readjustment Assistance Act, the Uniformed Services Employment and Reemployment Rights Act, the Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA) and Executive Order 11246, all as amended, all regulations under such authorities, and any contract (either expressed or implied, oral or written), tort, or other common law theory which might apply. This release applies to any and all claims whether known or unknown, suspected or unsuspected, including negligence, breach of contract, and strict liability. Pursuant to the full settlement, satisfaction and release of any and all actual and potential claims provided in this Agreement, Employee agrees not to file a grievance or claim of any kind or nature whatsoever against the University for any reason related in any way to any dispute or to any other matters released herein.

Age Discrimination Release: Because Employee is over forty (40) years old, Employee has certain rights under federal law, including the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA), and state law, including ORS 659A.030, all of which prohibit discrimination based on age. Employee acknowledges:

- a. The release in this Agreement includes, but is not limited to any claims based upon age;
- b. Employee has been and is advised and encouraged, in writing, to consult with Employee's own attorney before signing this Agreement;
- c. Employee has read and understood this Agreement, including all attachments, and had the opportunity to ask questions if Employee did not understand any term;
- d. Employee is waiving any claims that Employee may now have or have had under the ADEA, OWBPA, and other laws related to age discrimination; and
- e. As consideration for signing this Agreement, Employee has received additional benefits and compensation of value to which Employee would otherwise not be entitled. Employee acknowledges that Employee has been given a period of at least forty-five (45) days from the date of receipt for consideration of this offer and review additional statistical information set forth in Attachment B. Employee further acknowledges that Employee has a period of seven (7) days from the date immediately following the date of signing of this Agreement in which Employee may revoke this Agreement by written notice delivered to the University's Chief Human Resources Officer. In the event Employee does not exercise Employee's right to revoke this Agreement, the Agreement shall become effective on the date immediately following the seven (7) day waiting period described above.

Tenure Release:In exchange for the consideration of the mutual covenants set forth in this Agreement, Employee relinquishes tenure as of June 30, 2021. By participating in this 2021 Retirement Incentive, Employee agrees they are ineligible to participate in, and waive all rights related to participation in, the University's Tenure Reduction Program (TRP). TRP agreements executed after September 16, 2020 are null and void upon execution of this Agreement.

5. **Nonoperation of Progressive Pay Reduction Plan:** The Parties agree that Employee's pay in their current position will not be reduced by operation of the University's progressive pay reduction plan should it be implemented before their departure.
6. **Non-Admission:** By entering into this Agreement, neither Party admits any violation of any duty, contract, order, rule, or law. The negotiation of this Agreement will not be admissible in any proceedings as to any kind of acknowledgement or admission of such a violation, wrongdoing, or negligence.
7. **Severability:** This Agreement constitutes the entire agreement between the Parties, and there are no other understandings, oral or written, other than those stated herein. If any portion of this Agreement is determined to be unenforceable as a matter of law, the remaining portions of this Agreement shall remain in full force and effect.
8. **Jurisdiction and Amendment:** Oregon law applies to any and all claims or disputes arising out of or relating to this Agreement and those disputes or claims shall be exclusively brought in courts located in Lane County Oregon ("Oregon Courts"). The parties explicitly consent to the personal jurisdiction of the Oregon Courts. This Agreement can only be amended or modified by a writing signed by both Parties.
9. **Attorney Fees:** If either Party is required to enforce this Agreement, the prevailing party shall be entitled to reimbursement of attorney fees by the other Party.
10. **Non-Assignment:** This Agreement shall be binding upon and shall inure to the benefit of the legal representatives, successors and assigns of the Parties. Notwithstanding the foregoing, Employee shall not delegate, encumber, alienate, assign, or otherwise dispose of Employee's rights and duties hereunder.
11. **Voluntariness:** Employee agrees that Employee's decision to resign from the University was made freely and voluntarily. No threats, advice, or promises not evidenced in this Agreement have been made

by the University or its representatives.

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