

## **University of Missouri Layoff and Transition Assistance Agreement**

I, \_\_\_\_\_, in consideration of the transition assistance payment, layoff leave of absence and associated benefit coverage to be provided to me by The Curators of the University of Missouri (University) according to Section 350.051 of the Collected Rules and Regulations (CRR) of the University of Missouri, hereby acknowledge and agree to the following:

1. The transition assistance payment, layoff leave of absence and associated benefit coverage do not constitute compensation paid for services previously or regularly rendered and shall not affect service credit, salary, or any other component of the calculation of 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 initiate or participate in any University process to challenge the layoff or any other aspect of my employment or the ending of my employment.

5. I understand and agree that I will no longer be eligible to receive transition assistance payment, layoff leave of absence, and associated benefit coverage if any of the following circumstances occur prior to or during the layoff leave of absence: death; retirement; receipt of Long-Term Disability (LTD) benefits; rehire into a full-time benefit-eligible University position; or failure to perform duties in a satisfactory manner after layoff notification through the effective date of the layoff. Further, I agree that any amount paid to me in excess of the amount authorized under CRR Section 350.051, or for which I am otherwise ineligible under CRR Section 350.051, is a legal debt and obligation and that such amount may be offset against and deducted from my payroll check or other check that might otherwise be paid to me.

6. None of the terms or conditions herein 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 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 hereundershall be governed and determined according to the laws of thatstate. Any action or proceeding relating to this Agreement shall be brought only in the Circuit Court of Boone County, Missouri. Each party consents to the exclusive personal jurisdiction and venue of the Circuit Court of Boone County, Missouri.

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