

ADMINISTRATIVE MEMORANDUM

SUBJECT Amendment to General Release
for Phased Retirement Program

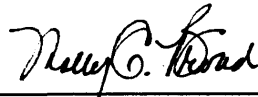
NUMBER 380

DATE May 7, 1998

Each applicant to the University of North Carolina Phased Retirement Program (the "Program") must sign a General Release of claims against the University. That release was established for use in the Program through its distribution as Attachment D to Administrative Memorandum Number 378 (dated January 22, 1998). It has now been determined that the General Release as then issued could be read to forfeit certain employee benefits that the University did not intend to be covered by the release. Accordingly, the General Release has been amended by addition (to the second paragraph of the release) of the following sentence:

Notwithstanding the foregoing, I do not waive or release my right to seek employee retirement benefits or to seek or continue to receive other employee group benefits to which I am now entitled or for which I will be eligible while a participant in the Program, whether my eligibility for any such employee retirement benefit or employee group benefit has been established by federal or North Carolina law or by contract between me and my employing institution.

In accordance with this amendment, Program Attachment D (University of North Carolina Phased Retirement Program General Release) is amended to read as set forth in the attached document. The release as amended should be used incident to all future applications to the Program. Those who had executed the original release may amend that release by executing the Agreement to Amend General Release distributed through a memorandum of April 27, 1998, from Vice President Carroll.



Molly Corbett Broad

Attachment

cc: Dr. Judith Stillion
Ms. Kitty McCollum
Mr. David Edwards
The Vice Chancellors for Academic Affairs
The University Attorneys
The Senior Human Resources Administrators
The Benefits Representatives

ATTACHMENT D

UNIVERSITY OF NORTH CAROLINA PHASED RETIREMENT PROGRAM GENERAL RELEASE

I, _____, in accordance with the University of North Carolina Phased Retirement Program (the "Program") and the Reemployment Agreement between the [*name of constituent institution*], a constituent institution of The University of North Carolina [*short name of constituent institution*] and me, dated _____, [1998, 1999, 2000, 2001, or 2002], entered into in conjunction herewith, hereby **release, acquit, and forever discharge** the State of North Carolina; The University of North Carolina; [*short name of constituent institution*]; their employee benefit plans; all current and former officers, agents, and employees of the above-named entities (in both their official and individual capacities); and all successors of the above-named entities (all hereinafter referred to as "Releasees") from any and all claims, actions, causes of action, demands, rights, damages, costs, sums of money, accounts, covenants, contracts, promises, attorney fees, and all liabilities of any kind or nature whatsoever at law, in equity, or otherwise which I or my heirs, personal representatives, executors, administrators, successors, or assigns (as to whom this Release is also binding) ever had, now have, or may have against any of the Releasees for all events and occurrences from the beginning of the world to the date on which I have signed this Release. I do not, however, release or waive any Claims that may arise after the date this Release is executed.

I understand that this Release includes any and all Claims, whether such claims are now known or later discovered, I may have relating in any way to my employment by [*short name of constituent institution*] or the conclusion of that employment, including without limitation any Claims under the law of contract or tort; the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621 et. seq.), including the Older Workers

Benefit Protection Act of 1990; Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000e et. seq.), including the Civil Rights Act of 1991 and the Civil Rights Acts of 1866, 1870, and 1871 (42 U.S.C. §§ 1981 et. seq.); the Fair Labor Standards Act (29 U.S.C. §§ 201 et. seq.); the Americans with Disabilities Act (42 U.S.C. §§ 12101 et. seq.); and the Rehabilitation Act of 1973; or any other federal, state, or local statutory or common laws relating to employment discrimination or employment. Notwithstanding the foregoing, I do not waive or release my right to seek employee retirement benefits or to seek or continue to receive other employee group benefits to which I am now entitled or for which I will be eligible while a participant in the Program, whether my eligibility for any such employee retirement benefit or employee group benefit has been established by federal or North Carolina law or by contract between me and my employing institution.

I also acknowledge that I have been provided with a notice, as required by the Older Workers Benefit Protection Act of 1990, that contains information about individuals covered under the Program, eligibility factors for participation in the Program, time limits applicable to the Program, the job titles and ages of the employees designated as eligible to participate in the Program, and the ages of all individuals in the same job classification who have not been designated as eligible to participate in the program.

I understand and acknowledge that, as provided in the Older Workers Benefit Protection Act of 1990, I have the right, and that I have been encouraged, to consult with an attorney before entering into this Release. I understand that I have at least forty-five (45) days in which to consider whether to execute this Release and the Reemployment Agreement and may revoke this Release and the Reemployment Agreement within seven (7) calendar days after signing the Release. The Reemployment Agreement and this Release will not be effective or enforceable until the expiration of this seven-day period.

I understand that, as used in this agreement, references to The University of North Carolina include all the University's constituent institutions, present and former members of the Board of Governors and the Boards of Trustees of the constituent

institutions, faculties, employees, agents, successors, and assigns. I also understand that references to the State of North Carolina include all of the State's political subdivisions, administrative agencies, employees, agents, representatives, successors, and assigns.

By executing this Release, I acknowledge that I understand all of its terms and that I have executed it voluntarily and without duress of any kind, and with full knowledge and understanding of its significance. I also acknowledge that I am entering into this Release in exchange for consideration in addition to anything of value that I am otherwise entitled to receive. I further agree that should a portion of this Release be held void, the remainder shall continue in full force and effect.

Date

Employee Signature

STATE OF _____)
)
COUNTY OF _____)

I, a Notary Public in and for the aforesaid state and
county, hereby certify that _____
appeared before me this _____ day of _____, _____
and executed the foregoing General Release.

Notary Public

My Commission Expires: _____