UNIVERSITY OF NORTH CAROLINA
CHARLOTTE

PHASED RETIREMENT PROGRAM
GENERAL RELEASE

1. Context of this General Release. I, _____, am entering into this General Release in accordance with the University of North Carolina Phased Retirement Program (the "Program") and with the associated Reemployment Agreement between The University of North Carolina at Charlotte, a constituent institution of the University of North Carolina, and me, dated

_____.

2. Entities and persons released. As to the matters identified in paragraph 3, below, I hereby **release** and **forever discharge the following entities and persons**: the State of North Carolina; the University of North Carolina; The University of North Carolina at Charlotte; the employee benefit plans of the foregoing entities; all current and former officers, agents, and employees of the foregoing entities (in both their official and individual capacities); and all successors of the foregoing entities and persons, all hereinafter referred to as "**Released Parties**."

3. Matters released. I hereby understand and acknowledge that by entering into this General Release, I am releasing the Released Parties 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 General Release is also binding) ever had, now have, or may have against any of the Released Parties **on account of any or all events and occurrences arising in any way from my employment by The University of North Carolina at Charlotte or the conclusion of that employment, at any prior time down to the date on which I have signed this General Release**. I do not, however, release or waive any claims that may arise after the date I execute this General Release.

4. Laws underlying matters released. I understand that this General Release releases any and all claims pursuant to paragraph 3, above, against Released Parties, whether such claims are now known or later discovered, which I may have relating in any way to my employment by The University of North Carolina at Charlotte 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.

5. Matters not released under this General Release. Notwithstanding the foregoing paragraphs, 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.

6. Proper prior notice of certain information. 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.

7. Time to consult an attorney, to consider signing this general release, and to consider revoking this general release. I understand and acknowledge that, as provided in the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act of 1990, I have the right, and that I have been encouraged, to consult an attorney before entering into the Agreement and this General Release. I understand that I have at least forty-five (45) days in which to consider whether to execute the Agreement and this General Release. I understand that any decision I may make to sign the Agreement and this General Release before the end of the 45-day period is knowingly and voluntarily made and is not induced by The University of North Carolina at Charlotte through fraud, misrepresentation, or threat to withdraw or alter this Agreement and General Release prior to expiration of the 45-day period. I further understand that I may revoke this General Release and Agreement within seven (7) calendar days after signing the General Release, if I so choose, by providing written notification of my withdrawal to the Senior Associate Provost of The University of North Carolina at Charlotte. The Agreement and this General Release will not be effective or enforceable until the 7-day revocation period has passed without my having revoked such commitments.

8. Meaning of certain terms. I understand that, as used in this General Release, references to "the University of North Carolina" include all the University's constituent institutions; present and former members of the Board of Governors of the University of North Carolina and of the Boards of Trustees of the constituent institutions; and their 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.

9. Effect of signing this General Release. By executing this General Release, I acknowledge that I understand all of its terms and that I am executing 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 General 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 General Release be held void, the remainder of this General Release shall continue in full force and effect.

_____ _____

Employee Signature Date

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 Signature

My Commission Expires: _____