

**SAMPLE—FOR INFORMATIONAL PURPOSES ONLY**

**SEPARATION AGREEMENT AND GENERAL RELEASE**

This SEPARATION AGREEMENT AND GENERAL RELEASE (“Agreement”) is made this [numbered] day of [month], 20\_\_ (“Effective Date”) by and between THE PENNSYLVANIA STATE UNIVERSITY, a Pennsylvania nonprofit corporation with an office and principal place of business at 108 Old Main, University Park, Pennsylvania (“University”)

-AND-

[Employee’s name and address] (“Employee”).

W I T N E S S E T H

WHEREAS, Employee is currently employed by University as a [title] in [college or administrative unit] in University Park [or other campus’ town name], Pennsylvania; and

WHEREAS, the University has offered The Pennsylvania State University Voluntary Retirement Plan (“Plan”) dated September 1, 2016, for consideration by certain faculty and staff employees as provided in this Plan; and

WHEREAS, Employee desires to elect to retire under the terms of the Plan, receive an incentive thereunder, and resign from his position as [title] in accordance with the terms and conditions contained within the Plan which is incorporated herein and also within this document; and

WHEREAS, University and Employee desire to settle and release any and all differences and claims and causes of action which either party may have against the other in accordance with the terms contained herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and promises contained in this Agreement, and intending to be legally bound, the parties hereto represent, warrant, covenant and agree as follows:

1. Employee hereby voluntarily resigns from his University employment as a [title] effective [date].

FOR TENURED FACULTY ONLY: Employee acknowledges that if he executes and does not later revoke this Agreement, he relinquishes any indefinite tenure status and/or right to notice of non-reappointment upon his/her voluntary separation date.

2. The University agrees to pay Employee the payment under the Plan, provided that Employee executes and does not revoke this Agreement. Employee agrees that the Plan payment to the Employee will be as follows:

- a. The lump sum payment in the amount of \$ \_\_\_\_\_ shall be payable in the month following the date in which his/her voluntary separation date occurs; and
- b. such payment represents the sole consideration provided to Employee hereunder.

The amount payable hereunder is subject to federal and state income taxes and, if applicable, federal FICA taxes. Employee authorizes the University to withhold appropriate taxes from the payments made under the plan.

3. Accrued and unused vacation and compensable sick leave payments owed to an employee at the time of separation shall be paid in accordance with established policies, plans and procedures. Any other pay and active employee benefits (health, dental, etc.) will terminate upon separation in accordance with the terms of those established laws, policies, plans and procedures.

Upon retirement, Employee will be eligible for all benefits due a retired University [faculty] or [staff] member, as specified under the terms of such retiree programs and applicable University policy.

4. As a material inducement to the University to enter into this Agreement, Employee hereby irrevocably and unconditionally releases, acquits and forever discharges the University and each of the University's trustees, officers, predecessors, successors, assigns, agents, employees, representatives, attorneys, divisions, branches, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions subsidiaries and affiliates), and all persons acting by, through, under or in concert with any of them (collectively for purposes of this Section 5, "the University"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, excepting only those rights granted to Employee under this Agreement, which Employee may have against the University, including, but not limited to, any and all claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, Section 1981 through 1988 of Title 42 of the United States Code, the Immigration Reform and Control Act, the Employee Retirement Income Security Act of 1975, the

Americans with Disabilities Act, the Family and Medical Leave Act, the Equal Pay Act of 1963, the Fair Labor Standards Act, the Uniformed Services Employment and Reemployment Rights Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Pennsylvania Human Relations Act, the Pennsylvania Whistleblower Law, the Pennsylvania Minimum Wage Act, , any and all claims for defamation or other personal injury, and any and all claims for breach of contract or violation of procedural due process under federal, state or local statutory or common law, as well as any and all claims under federal, state, local law, statute, or University regulations.

For the purpose of implementing a full and complete release and discharge of the University, Employee expressly acknowledges that this Agreement is intended to include in its effect, without limitations, all claims which Employee does not know or suspect to exist in Employee's favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims, including, but not limited to, any and all matters related to or arising out of his University employment through the date of his execution of this Agreement.

This release of claims shall not apply to claims arising after the date of Employee's execution of this Agreement.

5. Attached hereto as Appendix A is a listing of the ages and classifications of persons in the University who were and were not selected for the offer of termination and the signing of a waiver.

6. Employee represents that he has not filed any complaints, charges or claims against the University with the Equal Employment Opportunity Commission, the Pennsylvania Human Relations Commission, or with any other local, state or federal agency or court; provided, however, that the foregoing shall not preclude Employee from filing a claim for unemployment compensation if he is unemployed on or after [resignation date].

7. The University recommends that the Employee consult with an attorney before signing this Agreement and suggests that he do so.

8. Employee understands and certifies that he has carefully read and fully understands all the provisions and effects of this Agreement, that he is aware of his right to consult with an attorney regarding this Agreement, and he has had the opportunity to consider the Agreement for a period of at least forty five (45) days prior to execution, that he is voluntarily entering into this Agreement, and that neither University nor its trustees, officers, agents, employees or attorneys have made any

representations concerning the terms, conditions or effects of this Agreement other than those contained herein.

9. This Agreement may be revoked by Employee within seven (7) days following execution hereof, by written notice of revocation via hand-delivery or US Postal Service first class mail to Office of Human Resources, Employee Benefits Division, 410 James M. Elliott Building, University Park, PA, 16802. Post-mark must be within (7) days following execution of the Agreement.

10. This Agreement constitutes the sole understanding of the parties hereto and supersedes any prior or contemporaneous understandings, whether written or oral, of the parties respecting the subject matter hereof.

11. This Agreement shall be interpreted and construed according to, and governed by, the laws of the Commonwealth of Pennsylvania, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the Commonwealth of Pennsylvania shall have jurisdiction to hear any dispute under this Agreement. The parties hereby consent to the exclusive and appropriate jurisdiction in Centre County, Pennsylvania.

**EMPLOYEE HAS READ THIS AGREEMENT AND GENERAL RELEASE, INCLUDING THE WAIVER AND RELEASE CONTAINED HEREIN, AND UNDERSTANDS ALL OF ITS TERMS. EMPLOYEE EXECUTES IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement and General Release on the Effective Date.

(Office of Human Resources responsible for notarizing this document)

ATTEST: \_\_\_\_\_ THE PENNSYLVANIA STATE UNIVERSITY  
State: \_\_\_\_\_ County: \_\_\_\_\_

SWORN to and SUBSCRIBED before me on this By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Its: \_\_\_\_\_

\_\_\_\_\_  
Date

WITNESS:

EMPLOYEE:

\_\_\_\_\_  
Witness Signature (anyone over 18)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date