

**University of North Georgia**  
**Voluntary Separation Program**  
**(Staff)**

**Agreement and Release**

This Agreement and Release ("Agreement") is made by and between ..... ("Employee") and the Board of Regents of the University System of Georgia by and on behalf of University of North Georgia ("UNG").

The Employee and UNG voluntarily enter into the following Agreement and Release and mutually agree to the following:

1. Employee voluntarily retires from employment with UNG effective December 31, 2020. Except as set forth in Paragraph 6 below, Employee understands that Employee's agreement to retire on such date shall be irrevocable.
2. UNG shall pay to Employee the benefits provided under the Voluntary Separation Program ("Program") in accordance with its terms. Based on annualized base salary, Employee will receive \$\_\_\_\_\_ in a lump sum payment by December 31, 2020. Employee affirms that he or she will be responsible for all tax liability, if any, resulting from his/her acceptance of this benefit.
3. Employee represents that: (i) Employee has had sufficient time to consider the options regarding his or her employment at UNG; (ii) Employee has been provided accurate and complete information regarding the benefits that are available under the terms of the Program, including the class of individuals covered by the Program and the eligibility factors and time limits for participation; (iii) Employee has not been subject to any duress by UNG in connection with his or her election to retire; (iv) Employee has been advised in writing by UNG to consult with an attorney of his or her own choosing prior to executing this Agreement and has had an opportunity to do so; (v) Employee has by his or her own decision knowingly and voluntarily entered into the Agreement after having a period of no less than 45 days to review the Program; (vi) UNG has encouraged Employee to take full advantage of this 45-day period and, should Employee sign the Agreement before 45 days has passed, his or her signature indicates conclusively that Employee has voluntarily chosen to waive the full 45-day period; (vii) Employee agrees to be bound by the terms of the Program; and (viii) Employee acknowledges that the terms of this Agreement have been written in a manner that Employee understands.
4. Employee hereby waives and releases UNG and its officers, employees and agents from any and all claims or causes of action which Employee has or may have, or which could be asserted by another on Employee's behalf, based on or arising from Employee's

employment at UNG including, but not limited to, claims relating to Employee's retirement or decision to retire, and in particular, claims of violation of the Age Discrimination Act of 1967, or any other federal, state or local law, common law, ordinance or regulation. Excluded from this waiver and release are: (i) any claim or right that cannot be waived by the law; (ii) any claim to enforce this Agreement; and (iii) any right to vested or accrued benefits under any UNG-sponsored retirement plan, provided, however, that UNG and Employee agree that such rights will be governed by the terms of the applicable retirement plan and by law.

5. UNG and Employee acknowledge that there are no oral or written promises or agreements between them regarding the Employee's retirement other than those set forth herein.
6. UNG and Employee acknowledge that, in accordance with law Employee may revoke this Agreement, including Employee's election to participate in the Program, by written request to the Sr. Vice President Business and Finance delivered no later than seven (7) days after the date of this Agreement and that this Agreement, including Employee's election to participate in the Program, shall not become effective until the seven (7) day revocation period has expired.

**Employee**

**Board of Regents of the University  
System of Georgia by and on behalf  
of University of North Georgia**

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

\_\_\_\_\_  
Sr. VP Business and Finance

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President Review

**Accessibility Statement**

If you need this form in an alternative format, reach out to Michael McLeod – 678.717.2232