## Agreement

THIS AGREEMENT is made this Enter formal day of month (e.g., 14th). day of Choose an item., 20Enter last two digits of year., by and between the University of Maryland, College Park, and Enter Employee’s full name. (the “Employee”).

WHEREAS, Employee has been employed by the University; and wishes to voluntarily resign and retire from University employment; and

WHEREAS, the University wishes to accept Employee’s resignation and retirement;

NOW, THEREFORE, in consideration of the mutual promises set forth, and for consideration herein provided to which Employee is not already entitled, the University and Employee agree as follows:

1. Employee understands and agrees that the employee has entered into a binding agreement with the University, the terms of which obligate Choose an item. to resign and retire on the agreed upon dates stated herein.
2. The effective date of the resignation shall be Click here to enter a date..
3. The effective date of the retirement shall be Click here to enter a date..
4. The University shall, concurrent with the execution of this Agreement, grant Employee a Transitional Terminal Leave, as provided for under University System of Maryland Board of Regents Policy II-2.10 and University Policy II-2.10(A), for a term beginning Click here to enter a date. and ending 20Enter the last two digits of the following year.. The terms and conditions applicable to Employee during the period of this Transitional Terminal Leave are as follows:
   1. The Employee shall remain an employee of the University, and be subject to all policies of the Board of Regents and the University;
   2. The Employee’s salary shall be that salary which Employee had attained at the commencement of the Transitional Terminal Leave (specifically at the rate of Enter Employee’s salary.);
   3. To the extent that the University or the University System of Maryland (“USM”) implement during the remainder of the Employee’s employment, furloughs, salary reductions, or other cost containment measures applicable to tenured faculty at the University, such measures shall apply to the Employee;
   4. The Employee shall not be eligible for an increase in salary, with the exception of a cost of living increase, as may be provided for by the State of Maryland;
   5. During the Transitional Terminal Leave year, the Employee will Click here to enter Employee’s duties., as described in the request letter attached hereto;
   6. Provided that the Employee provides the substantial services to the University which are detailed in (e) above, the Employee shall retain eligibility for all benefits normally associated with full-time employment of a Choose the term-month faculty member throughout the term of the Employee’s transitional Terminal Leave; and
   7. The Employee waives all claims to subsequent employment at the University.
5. Employee hereby for Choose an item., and for Choose an item. personal representatives, agents, heirs, and assigns, releases and discharges the University, the University System of Maryland, the State of Maryland, and their officers, regents, agents and employees from any and all liability, claims, and cases of action with Employee had, now has, or may have up until the date of this Agreement with respect to all matters relating or arising from his employment, resignation from the University, and the grant of Transitional Terminal Leave, including but not limited to: any rights or claims arising under the Older Workers Benefits Protection Act; claims of discrimination on the basis of age, but not limited to claims under the Age Discrimination in Employment Act (“ADEA”); claims on the basis of race, sex, national origin, religion, handicap or disability, or retaliation; claims under the laws of the State of Maryland; or claims alleging tort and breach of contract, including but not limited to claims for emotional distress, defamation, and wrongful termination.
6. Employee acknowledges that Choose an item. has a minimum of twenty-one days (the “Consideration Period”) from receipt of this Agreement within which to consider this Agreement, and, if it is acceptable to Employee, to affix Choose an item. signature. By executing this Agreement, before the expiration of the Consideration Period, Employee warrants that Choose an item. has had sufficient time to review and consider this Agreement, and is voluntarily shortening the Consideration Period.
7. Employee understands that Choose an item. has seven days to revoke this Agreement following the date Employee signs it, and that this Agreement shall become effective or enforceable once that seven-day period has expired. Employee agrees that any revocation within this 7 days will be accomplished by sending, via overnight delivery, written notice of revocation of the Agreement to:

Click here to enter text.

1. Employee further acknowledges that the University advised Employee to consult with an Attorney prior to executing this Agreement, and the Employee has had the opportunity to do so. Employee further represents that he has read the terms of this Agreement completely and these terms are fully understood and voluntarily accepted by Employee.
2. Neither the University nor Employee may assign, transfer, or alienate any rights or obligations set forth herein.
3. The construction, validity, and effect of this Agreement shall be governed by the laws of the State of Maryland.
4. This Agreement constitutes the entire, final and complete understanding between the Employee and the University, and cannot be modified except by the written consent of both parties.

**PLEASE NOTE:** This Agreement does not replace actions necessary for the Employee to file for any retirement or pension benefits, should Employee opt to retire, regardless of the Employee’s choice to retire or resign by separate letter, and whether Employee does either, the Employee will be removed from paid status effective on the resignation date without further action needed.

IN WITNESS WHEREOF, the University and Employee, on the date first written above, have executed two original copies of this Agreement, each party retaining one original executed copy.

### The University of Maryland, College Park

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| Enter Employee’s full name. | Date | Witness |
| Enter Chair’s Name and Title. | Date | Witness |
| Enter Dean’s Name, Title, and College. | Date | Witness |
| Jennifer King Rice  Senior Vice President and Provost | Date | Witness |
| Darryll J. Pines  President | Date | Witness |