

VOLUNTARY EMPLOYEE RETIREMENT WAIVER

I, _____, knowingly and voluntarily execute this Waiver concerning my participation in the Voluntary Employee Retirement Incentive (VERI) for faculty and staff at Arkansas Tech University (the “program”) and the Agreement I have executed pursuant to the program. I state further that:

1. I have knowingly and voluntarily sought this Agreement on my own initiative.
2. I have been apprised of my rights under the Age Discrimination in Employment Act (ADEA), and the Older Workers Benefits Protection Act (OWBPA).
3. I have been advised by, or have had the opportunity to seek the advice and counsel of, attorneys, accountants, and others who could aid me in making an informed decision regarding the terms of my Agreement.
4. In consideration of the payment provided under the program, the sufficiency of which is hereby acknowledged, I knowingly and voluntarily waive any right or claim under the Age Discrimination in Employment Act (ADEA), as amended, and the Older Worker’s Benefits Protection Act (OWBPA), which I may now have or have had against the ATU Board of Trustees, arising out of my employment with Arkansas Tech University and my participation in the program.
5. In exchange for, and in consideration of, the payments, benefits, and other commitments described in this Agreement, employee releases ATU, its Board of Trustees, its affiliates and subsidiaries, and their directors, officers, employees, agents, successors, and assigns, from any and all claims, including any claim for damages, costs, attorneys’ fees, expenses, and compensation, whether known or unknown, arising out of or related to employee’s employment with ATU or employee’s voluntary retirement pursuant to the program. Except as to claims that cannot be released under applicable law, employee also releases any and all claims Employee may have that arose prior to the date of this Agreement, including but not limited to all claims under Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Equal Pay Act; the Americans With Disabilities Act of 1990 (ADA); the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act, as amended (ADEA) and the Older Workers Benefits Protection Act (OWBPA); Sections 1981 through 1988 of Title 42 of the United States Code, as amended; the Workers Adjustment and Retraining Notification Act, as amended (the WARN Act); the Occupational Safety and Health Act, as amended (OSHA); the Consolidated Omnibus Budget Reconciliation Act (COBRA); the Employee Retirement Income Security Act of 1974, as amended (ERISA); the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA); the National Labor Relations Act (NLRA); the Family and Medical Leave Act of 1993 (FMLA); and any and all state or local statutes,

ordinances, or regulations, including but not limited to the Arkansas Civil Rights Act, the Arkansas Whistleblower Act, and the Arkansas Minimum Wage Act; as well as all claims arising under federal, state, or local law involving any tort, employment contract (express or implied), public policy, wrongful discharge, or any other claim.

- 6. I have been given forty-five (45) days to consider and accept the terms of my participation in the program or hereby knowingly and voluntarily waive the forty-five (45) day period.

- 7. I acknowledge that I have a period of seven (7) days following execution of the Agreement by the President, as the delegate of the ATU Board of Trustees, and email notification to me of the approval to revoke the Agreement by delivering, in writing, my revocation to the Office of Human Resources, Arkansas Tech University, Brown Hall, Suite 434, 105 West "O" Street, Russellville, Arkansas, 72801. I acknowledge that I must deliver the revocation letter to the Office of Human Resources by no later than 4:30 p.m. on the seventh day. I further acknowledge that the Agreement shall not become effective or enforceable until such revocation period has expired.

Employee: _____ Date: _____