

SETON HALL UNIVERSITY

400 South Orange Avenue

South Orange, New Jersey 07079

PHASED RETIREMENT AGREEMENT AND RELEASE

This Phased Retirement Agreement and Release is made and entered into this ____ day of _____ between Seton Hall University, an educational corporation of the State of New Jersey (hereinafter referred to as the "University") and _____, a tenured member of the faculty of the University (hereinafter "I").

For and in consideration of the mutual promises and covenants expressed herein, the parties agree as follows:

1. I have read and understand the University's Phased Retirement Policy for Tenured Faculty at the South Orange Campus and am voluntarily entering into this phased retirement agreement in accordance with the University's Phased Retirement Policy for Tenured Faculty at the South Orange Campus.

2. By executing this Agreement, I voluntarily and irrevocably relinquish tenure and resign as a tenured faculty member of the University, effective _____.

3. I will be appointed as _____, Emeritus/Emerita, without tenure, effective _____.

4. I will carry a 6 credit hour course load or its equivalent, per semester, from _____ to _____.

5. Under this Agreement, my teaching and/or administrative responsibilities and/or release time opportunities, if applicable, will be as follows:

6. During the term of this phased retirement agreement, I will be paid \$_____, per annum, which is one-half of the base salary I was receiving on July 1, _____. I understand that I will be entitled to receive salary increments in the same manner and percentage as provided for full-time tenured faculty members.

7. As consideration for the employment and other benefits provided for in this Agreement, I release and give up any and all claims and rights which I may have against Seton Hall University, its trustees, regents, employees, agents, benefit plans, insurers, attorneys and/or representatives. This releases all claims under any federal, state or local law, statute, ordinance or regulation or Seton Hall University policy, procedure or Faculty Guide, including those of which I am not aware and those not mentioned in this Release. I specifically release any and all claims arising out of my employment with Seton Hall University. This Release includes, but is not limited to, any and all claims under the Conscientious

Employee Protection Act, the New Jersey Family Leave Act and any and all claims of discrimination based upon membership in any protected class (including but not limited to age, race, color, gender, religion, national origin, ancestry, ethnicity, disability, marital status, pregnancy, sexual orientation, domestic partnership or civil union status, gender identity or expression, atypical hereditary cellular or blood trait, AIDS and/or HIV status, genetic information, service in the Armed Forces of the United States or status as a disabled veteran or as a veteran of the Vietnam era) arising under any federal, state or local law, statute, ordinance or regulation, including but not limited to the New Jersey Law Against Discrimination.

I further and specifically release and give up any and all claims and rights which I may have against Seton Hall University, its trustees, regents, employees, agents, benefit plans, insurers, attorneys and/or representatives arising under the federal Age Discrimination in Employment Act.

This releases all claims resulting from anything which has happened up until the date I sign this Agreement and Release, including those of which I am not aware and those not mentioned in this Release. This Release does not apply to any TIAA-CREF rights or to any claims that arise after the date I sign this Release.

I represent that there are no pending lawsuits, charges or other claims of any nature whatsoever filed by me against the University.

I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for the benefit of the University and all who succeed to the University's rights and responsibilities.

I understand and agree to the terms of this Release. I acknowledge that I have read this Release, that I understand its provisions, and that Seton Hall University advises me to consult with an attorney before signing this Release. I acknowledge that I have been given a period of at least 45 days in which to consider this Release, although I may voluntarily decide to sign this Release before the expiration of the 45 days, and that my execution of this Release is knowing and voluntary. I acknowledge that I have had an opportunity to review this Release, that I have had an opportunity to consult with an attorney and that I understand fully its contents and legal effect.

I further acknowledge that I have been provided with the job titles and ages of all tenured faculty who are eligible for phased retirement as well as the job titles and ages of all tenured faculty who are ineligible for phased retirement (see Attachment A).

For a period of seven (7) days following my signing of this Release, I have the right to revoke this Release by delivering written notice revoking my acceptance to Mr. Thomas DelCore, Manager, Employee and Labor Relations, Seton Hall University, 366 South Orange Avenue, South Orange, New Jersey 07079. This Release shall not become effective or enforceable until this seven (7) day revocation period has expired.

8. I understand that if I fail to comply with the terms of this Agreement or the Phased Retirement Policy for Tenured Faculty at the South Orange Campus, I may be subject to sanctions, including but not limited to loss of Emeritus/a status and actions by the University to recover salary and the costs of benefits paid under this Agreement. I further understand that during the term of this phased retirement agreement, I remain subject to all University policies and procedures.

I have read and understand the terms set forth above and my signature below acknowledges my agreement.

Dated: _____

Faculty Member

APPROVED:

Larry A. Robinson, Ed.D
Provost

Dated: _____

