

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (the "Agreement") is entered into by and between Employee, _____ ("Employee") and NEW JERSEY INSTITUTE OF TECHNOLOGY ("NJIT").

WHEREAS, NJIT has offered Employee the opportunity to resign from his/her position, and execute a general release of claims in exchange for certain benefits to which he/she would not otherwise be entitled, as more fully set forth below;

WHEREAS, Employee has elected to accept NJIT's offer;

NOW THEREFORE, in consideration of the mutual undertakings and agreements set forth herein, the receipt and sufficiency of which hereby are acknowledged, Employee and NJIT covenant and agree as follows:

Consideration From Employee:

Employee voluntarily resigns his/her NJIT employment and any claims of rights to employment. Employee's resignation shall be effective on the date of August 31, 2020. Employee hereby irrevocably resigns and terminates his/her employment with NJIT as of the date herein entered.

Consideration From NJIT:

A payment in the amount of \$_____ [See terms of Program for Calculation]. The Employee shall be removed from the university's roster on the effective date of his/her separation. All payments will be subject to all required state and federal withholdings.

Acknowledgement of Sufficiency of Consideration:

Employee understands that the compensation he/she receives under this Agreement are enhanced compensation that he/she would otherwise not be entitled, and in addition to any pay due from his/her working for NJIT through Employee's last day of employment.

Release/Promise Not to Sue:

In exchange for the Consideration, Employee expressly waives, releases and gives up any and all claims and rights he/she may have against NJIT, its predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, trustees and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries (collectively referred to throughout the remainder of this Agreement as "Releasees").

This Agreement applies to any and all claims from anything that has happened up to now, to

the fullest extent permissible by law. This Agreement does not apply to existing and vested rights to post-separation health benefits to which Employee is otherwise entitled through the State Health Benefits Plan. Employee specifically releases, to the fullest extent permitted by law, all claims including but not limited to the claims under the following laws that could be asserted against the Releasees by the Employee now or in the future, resulting from anything that has happened up to now, under:

- Title VII of the Civil Rights Act of 1964 (Title VII)
- The Civil Rights Act of 1991
- The Age Discrimination in Employment Act of 1967
- The Americans with Disabilities Act of 1990
- The Older Workers Benefit Protection Act
- The Rehabilitation Act of 1973
- The Worker Adjustment and Retraining Notification Act
- The Fair Labor Standards Act of 1938
- The Family and Medical Leave Act of 1993
- The Occupational Safety and Health Act of 1970
- The New Jersey Law Against Discrimination as amended by the Diane B. Allen Act;
- The New Jersey Civil Rights Act;
- The New Jersey Family Leave Act;
- The New Jersey State Wage and Hour Law;
- The New Jersey Conscientious Employee Protection Act;
- The New Jersey Equal Pay Law;
- The New Jersey Occupational Safety and Health Law;
- The New Jersey Genetic Privacy Act
- The Consumer Protection Act of 1968
- The Equal Pay Act of 1963
- Executive Order 11246
- The New Jersey Family Leave Act
- The New Jersey Earned Sick Leave Law
- The New Jersey SAFE Act
- The New Jersey Statutory Provision Regarding Retaliation/Discrimination for Filing a Workers' Compensation Claim;
- All amendments to the above laws
- Any and all claims under other federal, state or local law, rule, regulation, or ordinance;
- Any public policy, contract, tort, breach of contract, breach of public policy, breach of any duty, or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.
- Any and all claims for outplacement services, vacation, sick or personal leave or payment pursuant to any practice, policy, handbook or manual.

Notwithstanding anything to the contrary in this Agreement, the parties agree that this general

release does not apply to any claim or action to enforce the terms of this Agreement or to any other claims that cannot be lawfully released.

Affirmations:

Employee understands nothing in this Agreement prohibits or prevents him/her from filing a charge with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency. Employee acknowledges that, notwithstanding any other language in this Agreement, he/she is free to pursue, participate or cooperate with a charge before the U.S. Equal Employment Opportunity Commission, or other fair employment practice agency with which it has a workshare agreement, regarding any claim over which that agency has jurisdiction. However, Employee hereby expressly waives his/her right to any additional monetary or other recovery beyond the specific consideration set forth herein that otherwise may be available through an EEOC proceeding. To the extent that an administrative agency or other person files a charge on Employee's behalf, individually or as a class member, he/she waives the right to any monetary damages, remedies or other relief for him/herself personally with respect to any such claim.

Employee affirms that he/she has not filed, caused to be filed, or presently is a party to any claim against NJIT and NJIT affirms that it has not filed, caused to be filed, or is presently a party to any claim against Employee. NJIT confirms that the release set forth in the paragraph Release/Promise Not to Sue shall have no effect with respect to its obligation under the University Indemnification Policy for claims made against Employee arising from actions within the scope of her employment.

Effective Date and Revocation Period:

This Agreement shall not be effective or enforceable until 7 days after its execution by Employee (the "Effective Date"). Either party may cancel this Agreement at any time before the Effective Date by way of written communication to the other or its counsel. Any revocation within this period must be submitted, in writing, to the Vice President of Human Resources and states, "I hereby revoke my acceptance of our Agreement." The revocation must be personally delivered to the Vice President of Human Resources or his designee, or mailed to the Vice President of Human Resources and postmarked within seven (7) calendar days after Employee signs this Agreement.

After the revocation period has elapsed and if Employee has not revoked this Agreement during this seven day period, Employee understands that it will be irrevocable and binding on Employee and his/her heirs, executors, administrators, legal representatives, successors, and assigns.

Opportunity to Consult with Legal Counsel:

Employee acknowledges that he/she was given the final version of this Agreement on or before

_____, and that he/she was given at least forty-five (45) days to consider it. Employee states that he/she had the opportunity to consult with legal counsel before signing this Agreement. Employee agrees that any modifications, material or otherwise, made to this Agreement do not restart or affect in any manner the original up to forty-five (45) calendar day consideration period. Employee acknowledges that he/she completely understands and voluntarily accepts all of the terms of this Agreement.

Non-Admission of Wrongdoing:

Employee and NJIT agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasee of wrongdoing or evidence of any ability or unlawful conduct of any kind.

Entire Agreement/Governing Law:

This Agreement contains and constitutes the entire understanding and agreement between Employee and NJIT respecting the matters set forth herein and revokes all prior agreements on the subject. Employee disclaims reliance on any representation, promise or statement, oral, written or implied, not expressly set forth herein. This Agreement may not be terminated, supplemented, modified or changed in any way, except in writing, signed by both Employee and an or authorized Vice President of NJIT. Any such termination, supplement, modification or change shall be narrowly construed and limited to its express scope.

Employee acknowledges and agrees that this Agreement shall be governed by New Jersey state law and that the unenforceability of any provision of the Agreement, excluding the general release language, shall not affect the enforceability of other provisions of the Agreement.

NEW JERSEY INSTITUTE OF TECHNOLOGY

Employee

By:

Dated: _____

Dated: _____

Witnessed

Witnessed