

**WAIVER AND RELEASE AGREEMENT (“AGREEMENT”)**

In consideration of the receipt of benefits under the Maricopa Retirement Incentive Plan (“MRIP”), I waive and release any and all rights or claims arising under local, state and federal law that I may have against the Maricopa County Community College District (“MCCCD”) at the time I sign this Agreement, including but not limited to claims arising under the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Equal Pay Act, the Arizona Civil Rights Act, the Arizona Employment Protection Act, the Arizona Wage Statute A.R.S. § 23-350, et seq., and MCCCD policies, and any and all actions for breach of contract, express or implied, breach of the covenant of good faith and fair dealing, express or implied, wrongful termination in violation of public policy, and all other tort claims, including, but not limited to, intentional or negligent infliction of emotional distress, invasion of privacy, negligence, negligent hiring or retention, defamation, intentional or negligent misrepresentation, fraud, and any and all other claims arising under laws and regulations relating to employment termination, employment discrimination or retaliation, wages, hours, benefits, compensation, and any and all claims for attorneys’ fees and costs.

I affirm that I have been paid all wages due and owing including, but not limited to, overtime in accordance with the Fair Labor Standards Act, and have received any and all benefits for which I would be eligible under the Family and Medical Leave Act.

Excluded from this waiver are all claims for benefits under the MRIP and any claims that may not be waived under state or federal law.

I acknowledge that I have been given at least 45 days to review and consider this Agreement and any attachments, and that I have been advised to consult with an attorney before signing this Agreement. I understand that I have until July 7, 2009, which is at least seven days after my execution of this Agreement, to revoke it by written notice to the Vice Chancellor for Human Resources, MCCCD, 2411 West 14<sup>th</sup> Street, Tempe, Arizona 85281. If I do not revoke this Agreement by that time, I may not revoke it thereafter.

The MRIP is available to all MCCCD employees who satisfy its eligibility criteria. Exhibit 1 to this Agreement is a list of the ages and job categories of individuals who were offered benefits.

This Agreement contains the entire agreement of the parties with respect to its subject matter and can be modified only when signed by both parties.

\_\_\_\_\_  
[DO NOT SIGN – SAMPLE ONLY]  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
[DO NOT SIGN – SAMPLE ONLY]  
Maricopa County Community College District \_\_\_\_\_ Date \_\_\_\_\_