

## **RELEASE**

### **UNIVERSITY OF MINNESOTA RETIREMENT INCENTIVE OPTION 2020**

In consideration of the benefits provided to me under the University of Minnesota **Retirement Incentive Option 2020**, I release the University from any and all actions, whether known or unknown, that I ever had, have, or can have against the University for any matter, act, or thing prior to the date of this Release. This Release includes, but is not limited to, actions that arise from a claim under the Age Discrimination in Employment Act (29 U.S.C. §§621 et seq.); Title VII of the Civil Rights Act (42 U.S.C. §§2000e et seq.); Americans with Disabilities Act (42 U.S.C. §§12101 et seq.); Equal Pay Act (29 U.S.C. §§206); the Minnesota Human Rights Act (Minn. Stat. §§363A.01 et seq.); and any other federal, state, University, or local law, statutes, rule, policy, or regulation. It is my intent that this waiver and release be as broad and general as the law permits. However, I understand that this waiver and release does not apply to any claims I might have under the Minnesota Workers Compensation Act, and further understand and agree that if any claim is prosecuted in my name before any court or agency for anything that happened prior to my signing this Release, I will waive any benefits I receive through such prosecution, and I will not take any award of money or other damages from such suit.

The term “I” as used in this Release includes myself and anyone acting through a relationship with me or on my behalf, including, but not limited to, my heirs, next-of-kin, agents, executors, and administrators.

The term “the University” as used in this Release includes the corporation, the Regents of the University of Minnesota, as well as its insurers, successors, assigns, employees, officers, agents, and representatives.

The term “actions” as used in this Release includes any and all actions, suits, claims, demands, liabilities, judgments, damages, levies and executions, including, but not limited to, wages, back-pay, compensatory damages, reinstatement rights of any kind, punitive damages, or attorneys’ fees. It includes any and all actions regardless of whether they are liquidated, unliquidated, fixed, contingent, direct, or indirect.

I further agree that I shall not be rehired in any capacity at the University for a minimum of six (6) months following my retirement, beginning from the date I sign this Release. If reemployed by the University within six (6) months, I agree immediately to return all monies paid to me or on my behalf under the Retirement Incentive Option 2020. I understand that this repayment cannot be made from the Health Care Savings Plan.

Pursuant to 29 U.S.C. §626 (f), to the extent that this Release applies to claims arising out of the Age Discrimination in Employment Act, it may be revoked within seven (7) calendar days of the date it is signed. The agreement regarding participation in the Layoff Severance Program shall not become effective or enforceable until the revocation period has expired.

Pursuant to Minn. Stat. § 363A.031, to the extent that this Release applies to claims arising out of the Minnesota Human Rights Act, it may be rescinded within fifteen (15) calendar days of the date it is signed. To be effective, the rescission must be in writing and delivered to the representative of the University identified below either by hand or by mail within fifteen (15) calendar days of execution. If delivered by mail, the rescission must be postmarked within the fifteen (15) day period; properly addressed to the representative of the University identified below; and sent by certified mail return receipt requested.

The University authorized representative is: Senior Director of Total Compensation, University of Minnesota, Office of Human Resources, 170 Donhowe, 319 15th Ave. SE, Minneapolis, Minnesota, 55455-0103.

Should the Release or any portion of the Release be revoked or rescinded in an effective and timely manner, I understand that the entire agreement shall be void, and I will not be entitled to participate in this Retirement Incentive Program. I agree immediately to return upon my rescission all monies paid to me or on my behalf under the Retirement Incentive Program.

I acknowledge that the University has advised me prior to the signing of this Release of my right to consult with an attorney. I further acknowledge that I have had up to forty-five (45) days to consider the terms of this Release.

I acknowledge that this Release is written in understandable language; that I have read and understand the terms of this Release; and that I am knowingly and voluntarily signing this Release.

\_\_\_\_\_  
Date (**MUST be last day of work**)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Employee ID Number