

# PHASED RETIREMENT PROGRAM—GENERAL RELEASE OF CLAIMS

## UNIVERSITY OF CALIFORNIA

U291 (1/12)

PERSONAL INFORMATION	
NAME	EMPLOYEE NUMBER

### GENERAL RELEASE OF ALL CLAIMS

This General Release of All Claims (hereafter "Agreement") is entered into between [Employee Name] (hereafter "Employee") and The Regents of the University of California on behalf of the University of California, [location name] (hereafter "University").

### RECITALS

- A. Employee has been employed by the University and voluntarily elected to participate in the Phased Retirement Program.
- B. As a condition of participating in the Phased Retirement Program and in exchange for the University's agreement to pay Employee a lump sum cash incentive as part of the Program, Employee agreed to sign a General Release of All Claims and to retire from the University.

### AGREEMENT

- 1. The purpose of this Agreement is to resolve all claims arising out of Employee's employment and separation from employment at UC [location name] and to settle fully and completely all disputes between Employee and the University, which includes its Board of Regents, officers, agents or employees (whether current or former). This Agreement shall not be construed as an admission by the University of any improper or unlawful treatment of Employee.
- 2. The University will pay Employee the lump sum cash incentive due to Employee under the terms of the Phased Retirement Program Agreement entered into between Employee and the University, in the amount of \_\_\_\_\_. This amount shall be subject to all appropriate withholdings and shall be reported as earnings on a Form W-2.
- 3. Employee forever releases and discharges the University and its Regents, agents, successors, assigns, affiliates, attorneys, employees, and all other representatives (collectively referred to as the "University Releasees"), from all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatever kind and character that s/he may have now or in the future against the University Releasees arising from acts or omissions occurring on or before the date Employee signs this Agreement. This release specifically covers all claims arising from or related to Employee's employment with and separation from University employment, or any act or omission by any University Releasee occurring on or before the date Employee signs this Agreement [hereafter "Released Claims"]. This release includes all claims arising under statutory or common law, including, but not limited to, claims under the Immigration Reform and Control Act; the Family Medical Leave Act; the Higher Education Employer-Employee Relations Act;

- Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the California Fair Employment and Housing Act; the Americans with Disabilities Act; the Equal Pay Act of 1963; and the Age Discrimination in Employment Act. It also includes claims under the law of contract and tort; federal and state claims growing out of allegations of retaliation based on alleged or actual whistle-blowing activities; and claims arising under University policies and/or collective bargaining agreements. It excludes claims for work related injuries that are within the exclusive jurisdiction of the Workers Compensation Appeals Board, and any other claims that cannot lawfully be released by private agreement.
- 4. Employee promises never to file or cause to be filed a lawsuit or internal University proceeding to assert any Released Claim. Nothing in this Agreement affects the U.S. Equal Employment Opportunity Commission's ("EEOC") rights and responsibilities to enforce Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, or any other applicable law. Nothing in this Agreement interferes with Employee's protected right to file a charge with, or participate in an investigation or proceeding conducted by, the EEOC or any other state, federal or local government entity. If, however, the EEOC or any other state, federal or local government entity commences an investigation or issues a complaint on Employee's behalf, Employee specifically waives and releases the right, if any, to recover any monetary or other benefits of any sort whatsoever, including rights to reinstatement to University employment.
  - 5. Employee promises that Employee is not a plaintiff, claimant or party in any legal or administrative proceeding in which the University Releasees are parties.
  - 6. Employee understands and agrees that this Agreement's release extends to all claims of whatever nature and kind, known or unknown, vested or contingent, past, present or future, arising from or attributable to any incident or event relating to Employee's employment occurring in whole or in part on or before the date Employee signs this Agreement. Employee agrees that all rights granted under Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:  

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
  - 7. This Agreement may be signed in counterparts. A copy of the Agreement is as admissible as the original in any subsequent proceeding.

8. Employee acknowledges that Employee enters into this Agreement of Employee's own free will; that Employee has been encouraged to discuss this document with counsel or a representative of Employee's own choosing; and that Employee has been encouraged to review this document thoroughly. Employee further promises that Employee: (a) fully understands the contents and effect of this Agreement; (b) approves and accepts the terms of this Agreement; (c) agrees to be bound by this Agreement; and (d) freely and voluntarily signs this document.
9. This document may not be modified except by written amendment, characterized as such, and signed by the parties.
10. The parties intend that this Agreement's releases comply with the provisions of the Older Workers Benefits Protection Act (29 U.S.C. § 626). To that end, Employee acknowledges that Employee carefully has reviewed this Agreement and understands its terms and conditions. Employee has been advised of the right to consult any attorney or representative of Employee's choosing to review this Agreement. Employee is receiving consideration which is above and beyond anything of value to which Employee is already entitled. Employee does not waive rights or claims that may arise after the date Employee signs this Agreement. Employee has twenty-one (21) days from receipt of this document to consider the terms and to sign it. Employee may sign this Agreement sooner. If Employee does so, Employee's signature acknowledges that Employee has knowingly and voluntarily waived the remaining balance of the 21-day review period.
11. Employee also has seven (7) days after signing this Agreement to revoke it. Any revocation must be in writing, delivered to [Designated Campus Contact] no later than the close of business of the seventh (7th) day following Employee signing of this Agreement. This Agreement shall not become effective or enforceable until the seven (7) day revocation period has expired. If Employee revokes this Agreement, it shall not be effective or enforceable and Employee will not receive the lump sum cash incentive or any other consideration described in this Agreement.
12. This Agreement shall be interpreted and enforced in accordance with California law.
13. This Agreement binds the heirs, personal representatives, successors, and assigns of each party, and inures to the benefit of each party, its heirs, successors, and assigns.
14. If a court determines that any term of this Agreement is unenforceable or contrary to state or federal law or regulation, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.

**ELECTION**

**Please read carefully. This settlement agreement and general release includes a release of all known and unknown claims.**

EMPLOYEE SIGNATURE		DATE
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA SIGNATURE	TITLE	DATE

**PRIVACY NOTIFICATIONS**

**STATE**

The State of California Information Practices Act of 1977 (effective July 1, 1978) requires the University to provide the following information to individuals who are asked to supply information about themselves.

The principal purpose for requesting information on this form, including your Social Security number, is to verify your identity, and/or for benefits administration, and/or for federal and state income tax reporting. University policy and state and federal statutes authorize the maintenance of this information.

Furnishing all information requested on this form is mandatory. Failure to provide such information will delay or may even prevent completion of the action for which the form is being filled out. Information furnished on this form may be transmitted to the federal and state governments when required by law.

Individuals have the right to review their own records in accordance with University personnel policy and collective bargaining agreements. Information on applicable policies and agreements can be obtained from campus or Office of the President Staff and Academic Personnel Offices.

The official responsible for maintaining the information contained on this form is the Vice President—University of California Human Resources, 1111 Franklin Street, Oakland, CA 94607-5200.

**FEDERAL**

Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security number is mandatory. The University's record keeping system was established prior to January 1, 1975 under the authority of The Regents of the University of California under Article 1X, Section 9 of the California Constitution. The principal uses of your Social Security number shall be for state tax and federal income tax (under Internal Revenue Code sections 6011.6051 and 6059) reporting, and/or for benefits administration, and/or to verify your identity.