

**[Form] SEPARATION AGREEMENT\***

**\* This Separation Agreement is a form agreement and is not intended for signature. If you elect to participate in the 2013-14 Voluntary Retirement Incentive Plan for Staff or the 2013-14 Voluntary Retirement Incentive Plan for Faculty, you will be provided a signature copy of this agreement that includes your name and a completed Exhibit C with your name, salary, FTE and Benefits Subsidy eligibility. This form is being provided for review purposes only.**

This Separation Agreement (“Agreement”) is entered into between the University of St. Thomas (the “University”), a Minnesota non-profit organization, and <<Insert Employee Name>> (“Employee” or “you”) (collectively the “Parties”).

In recognition of your service to the University of St. Thomas and your election to participate in either the 2013-14 Voluntary Retirement Incentive Plan for Staff (“Staff Plan”) or the 2013-14 Voluntary Retirement Incentive Plan for Faculty (“Faculty Plan”)(collectively the “Plans”) and provided that you agree to the terms described in this Agreement, the University will make the payments described below.

In consideration of the mutual promises contained in this Agreement, and having had an opportunity to review the Disclosure Regarding the 2013-14 Voluntary Retirement Incentive Plans for Faculty and Staff set forth in **Exhibit A** to this agreement, you and the University agree as follows:

**1. Separation from Employment and Terms.** You voluntarily agreed to retire from the University effective May 31, 2014 (“Retirement Date”), which will be your last day of employment with the University. By signing this Agreement, you acknowledge and agree that your decision to retire was completely voluntary.

In return for your timely signing this Agreement, and your timely signing the Release Addendum Agreement (“Release Addendum”), which is attached to this Agreement as **Exhibit B**, after your last day of employment, you will receive the following from the University:

- A. One year of your annual base pay as of November 1, 2013 (“Monetary Retirement Incentive”), which is listed and defined on **Exhibit C** to this Agreement; and
- B. If you were eligible for the University’s full employee benefits package on November 1, 2013 (that is, you had an official full-time equivalency (“FTE”) of 0.625 or higher as of November 1, 2013), you also will receive a Benefits Subsidy in the amount of Seven Thousand Two Hundred Fifty Dollars and No Cents (\$7,250.00).

Collectively, the Monetary Retirement Incentive and the Benefits Subsidy are referred to in this Agreement as the “Separation Payment.”

You must select the method by which you would like the Separation Payment to be paid to you by checking one of the boxes below:

- You would like the Separation Payment paid to you in a lump sum on the first regularly scheduled pay day of the University that occurs at least twenty-five (25)

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days after you sign the Release Addendum in **Exhibit B**. The Release Addendum cannot be signed until after your last day of employment and must be signed on or before July 15, 2014. The lump sum Separation Payment will be paid to you no later than August 31, 2014.

-or-

- You would like the Separation Payment paid to you in equal bi-weekly installments for one year, with the first installment payment being paid on the first regularly scheduled pay day of the University that occurs at least twenty-five (25) days after you sign the Release Addendum in **Exhibit B**. The Release Addendum cannot be signed until after your last day of employment, and the last installment payment will be paid to you no later than August 31, 2015.

Regardless of whether or not you sign this Agreement or **Exhibit B**, your Paid Leave Time (“PLT”) or vacation that is earned but unused as of your last day of employment will be paid according to the terms set forth in the Employee Handbook.

All of the above will be subject to normal deductions which the University is obligated by law to deduct, or believes in good faith it is obligated by law to deduct. The University makes no representations as to tax consequences.

You agree to continue to perform your job duties to the satisfaction of the University until the Retirement Date and you understand and agree that your continued performance of your job duties until the Retirement Date is required in order to receive the Separation Payment. If you choose to end your employment with the University prior to the Retirement Date, you will not receive the Separation Payment. If the University, consistent with applicable policies, ends your employment for performance, policy violations, or behavior-related reasons prior to the Retirement Date, you will not receive the Separation Payment. If you have signed this Agreement and the University subsequently eliminates your position prior to the Retirement Date, the University will give you the option of receiving payment pursuant to this Agreement in lieu of receiving severance pursuant to the Employee Policies and Procedures Manual, provided that if you choose the option to receive payment pursuant to this Agreement, the University may, in its sole discretion, accelerate the Retirement Date to a date earlier than May 31, 2014.

**2. No Other Benefits.** Except for the Separation Payment and other compensation specifically described in this Agreement, after the Retirement Date you shall receive no other benefits, and shall no longer participate in the University’s benefits plans, except to the extent required by state or federal benefits continuation laws. All your rights under such plans shall be governed in accordance with the terms of such plans. By signing below, you acknowledge receipt of applicable summary plan descriptions relating to such plans. Notwithstanding any language to the contrary in this Agreement, any rights you may have under 403(b) plans or other qualified benefit plans are not affected or limited by this Agreement, and the University’s Tuition Remission and Educational Assistance Guidelines (the “Tuition Remission Plan”) will continue to apply according to its terms. In addition, the University will allow employees who participate in the Plans and are less than age 65 on their Retirement Date to receive the benefits described in the “Retirement or Death of Employee” section of the Tuition Remission Plan with respect to eligible family member(s) enrolled in an academic program of study at the University or another ACTC institution as of September 10, 2013.

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**3. Release.** In consideration of the University's promises herein, you, on behalf of yourself and your heirs, executors, administrators, successors, agents, and assigns, unconditionally release and forever discharge the University and its agents, employees, trustees, officers, consultants, insurers, representatives, lawyers, affiliates, predecessors, successors, assigns, and all persons acting by, through, under or in concert with them, or any of them ("Releasees"), both individually and collectively, from each and every legal claim or demand of any kind, whether known or unknown, existing at any time up to and including the date of this Agreement, including without limitation any claim or demand in any way arising out of or related to (a) any action, conduct, decision or omission by any of the Releasees; and (b) your employment with and/or separation of employment with any of the Releasees, including, without limiting the generality of the foregoing, any claims arising out of, based upon, or relating to your recruitment, hire, employment, benefits (including paid time off), leaves of absence, remuneration or separation by the University, or any contract, agreement, or other arrangement between you and the Releasees, or any of them (claims released by this Agreement are collectively referred to as "Claims").

As part of this Agreement, you expressly waive any Claims arising out of any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) Titles VI and VII of the Civil Rights Act of 1964, as amended; (2) the Family and Medical Leave Act of 1993; (3) the Fair Labor Standards Act, as amended; (4) federal and state wage and hour laws; (5) the Americans with Disabilities Act, as amended; (6) the Rehabilitation Act of 1973; (7) Title IX of the Educational Amendments of 1972; (8) Minnesota's common law of fraud, misrepresentation, negligence, defamation, infliction of emotional distress, breach of contract, invasion of privacy, promissory estoppel, unjust enrichment, breach of the covenant of good faith and fair dealing, reprisal or retaliation, or wrongful termination or any other common law claims (including equitable claims) arising under the common law of Minnesota or any other state; (9) the Minnesota Human Rights Act; (10) the Age Discrimination in Employment Act; (11) the Age Discrimination Act of 1975; (12) retaliation under the Workers' Compensation Act; (13) the Genetic Information Nondiscrimination Act; (14) any claim based upon the Minnesota Employment, Wages, Conditions, Hours, and Restrictions Laws set forth in Minn. Stat. Chapter 181, including, without limitation, the Minnesota Whistleblower Act; (15) the Equal Pay Act; (16) the National Labor Relations Act; (17) 42 U.S.C. § 1981; and/or (18) any other local, state or federal law, rule, or regulation governing any matter, including, without limitation, employment, discrimination in employment, the payment of wages and benefits, or higher education.

In signing this Agreement, you affirm that you have been paid all compensation owed for all hours worked for the University, you have received all the leave and leave benefits and protections for which you are eligible in connection with your service with the University, pursuant to the Family and Medical Leave Act or otherwise, and you have not suffered any on-the-job injury for which you have not already filed a first report of injury.

This Agreement does not prevent you from filing a charge or complaint with an administrative agency or from providing assistance to others who do so. However, if any claim you release in this Agreement is prosecuted in your name before any court or administrative agency, you agree to waive any benefits you obtain through such prosecution and will not take any award of money or other damages from such suit.

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This Agreement releases Releasees from all known claims and from all claims which you do not presently know or suspect to exist at this time, provided, however, that by signing this Agreement, you are not releasing or waiving (1) any vested interest you may have in any retirement plan by virtue of your employment with the University; (2) your option to participate in the University's Tuition Remission Plan as set forth in paragraph 2; (3) any rights or claims that arise from acts occurring after the Agreement is signed; (4) any rights or claims that cannot, by law, be released; or (5) the right to institute legal action for the purpose of enforcing the provisions of the Agreement or the Release Addendum.

**4. Rescission.** You may rescind or cancel this Agreement for any reason within fifteen (15) days after you have signed it. To be effective, the rescission must be in writing and delivered to the Office of General Counsel, University of St. Thomas, 2115 Summit Avenue, AQU 104, St. Paul, MN 55105, either by hand or postmarked by certified mail, return receipt requested, within the fifteen (15) day period. This Agreement shall not become effective or enforceable until the rescission period set forth above has passed. If you rescind this Agreement in accordance with the above provisions, the entire Agreement shall be null and void and you will not receive the Separation Payment.

**5. Non-disparagement.** You agree that you will act in good faith towards the University and will refrain from publicly disparaging the University or its officers, employees or trustees.

**6. Cooperation.** In the event that any litigation arises and the University deems your testimony or participation to be relevant or necessary, you agree to cooperate with the University in connection with the litigation, by providing testimony, through affidavit, in a deposition, and/or at trial, and by otherwise assisting the University with respect to the litigation. This provision is not intended to affect the substance of any testimony that you are asked to provide. Rather, you agree to provide truthful testimony and to act in full compliance with all applicable laws.

**7. Confidential Information.** You agree to keep confidential and not to disclose, either directly or indirectly, unless required to do so by law, any confidential information that came into your possession while employed at the University, including, without limitation: education records, as defined by the Family Educational Rights and Privacy Act (FERPA), unless the student consents in writing or another FERPA exception applies; non-public financial information about the University; business or research plans; or any other information shared with you with an expectation of confidentiality.

**8. Opening of Mail.** You consent to the opening of all mail sent to you at the University and not marked on the outside of the envelope in a manner clearly indicating that the mail is intended as personal or confidential mail for you. The University shall open and review all mail addressed to you (except mail which is clearly marked on the envelopes as personal or confidential to you), and shall promptly forward to you any unopened mail that is so marked and any mail that is not so marked but is clearly intended as personal or confidential mail for you, provided that the University shall not forward magazines, solicitations and similar items of an impersonal nature. You agree that you will promptly return any mail not opened by the University if such mail is not of a personal nature but relates to a University matter.

9. **Records, Documents and Property.** You agree that before the Retirement Date you must and shall return all of the University's property (including but not limited to laptop computer, identification and access card, keys and credit cards), records, correspondence, computer files, drives and documents in your possession or under your control and that you shall return any such property that you locate after execution of **Exhibit B**, including (a) that portion of any personal files maintained by you which relates to the business of the University or University students, and (b) any software or software documentation, including program or data diskettes or flash drives, which were purchased, licensed or otherwise acquired by you in connection with your employment by the University. You further agree before the Retirement Date to erase or delete from any hard drive, diskettes, tapes, flash drives, or other electronic storage media which you own, any software, including backup copies, which were purchased, licensed, or otherwise acquired by the University and any data files which relate to the business of the University or that contain confidential information of the University, including, without limitation, student education records; provided, however, that prior to such erasure or deletion, you shall provide the University with a list of such software and data files and permit the University an opportunity to copy such materials.

10. **Right to Consult with an Attorney and Opportunity to Consider.** You are hereby advised by the University that you have the right to consult with an attorney prior to signing this Agreement. You acknowledge and agree that the University has given you forty-five (45) days from the date you received the signature copy of this Agreement to consider whether or not to sign it.

You acknowledge that you were provided an opportunity to review a form copy of this Agreement before making your election to participate in one of the Plans and that you elected to retire after having an opportunity to consider the form copy of the Agreement. You elected to retire knowing: (1) the eligibility factors for participation in the Plans; (2) that your election to retire and, if applicable, to relinquish tenure, was irrevocable once made; and (3) that you would only receive the Separation Pay described in this Agreement if you signed and did not rescind (i) the signature copy of this Agreement provided to you; and (ii) the signature copy of the Release Addendum (**Exhibit B**) provided to you. You acknowledge that by providing you the opportunity to participate in one of the Plans, the University has provided sufficient consideration to support this Agreement and to make it fully and independently enforceable, even if you later decide not to sign **Exhibit B**.

11. **No Admission of Liability.** The signing of this Agreement does not constitute nor shall it be construed as an admission by the University of any unlawful acts against you or any other person, nor of any liability or wrongful or unlawful conduct whatsoever, and the University specifically denies any liability to, or wrongful or unlawful conduct against you or any other person.

12. **No Reapplication, Rehire or Recall.** You agree that you will not, for a period of at least one year and one day following your Retirement Date, knowingly apply for or accept employment with the University or provide services to the University as an independent contractor; provided, however, that if the University, in its sole discretion and acting through the Executive Vice President and Provost, makes a written job offer to you requesting that you serve in a limited, temporary position supervising student research, field work, or scholarship, or serving as an adjunct for a limited period, you may accept such job offer without violating this provision. This provision does not prohibit you from providing unpaid volunteer services that are substantially different from the services you provided as an employee of the University.

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13. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties, and the Parties agree that there were no inducements or representations leading to the execution of this Agreement, except as herein contained. This Agreement supersedes any prior agreements between the Parties relating to the subject matter contained herein.

14. **Binding Effect.** This Agreement and all covenants and releases set forth herein shall be binding upon and shall inure to the benefit of the respective Parties hereto, their legal predecessors, successors, heirs, assigns, partners, representatives, parent companies, subsidiary companies, agents and attorneys. The terms of this Agreement constitute a binding contract.

15. **Construction.** This Agreement shall not be construed or interpreted for or against any party hereto because that party drafted or caused the party’s legal representative to draft any of its provisions. The Parties agree that this Agreement shall be interpreted as a whole in accordance with the laws of the State of Minnesota. Any litigation involving the Agreement or Release Addendum must be brought state or federal court in Hennepin or Ramsey County, Minnesota.

16. **Invalidity.** In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions in this Agreement will not in any way be affected or impaired thereby.

17. **Bankruptcy.** You acknowledge that you have a legal right to receive the Separation Payment.

18. **Knowing and Voluntary Execution and Signature.** You acknowledge that you have read this Agreement, that you fully understand your rights, privileges and duties hereunder and that you are entering into the Agreement freely and voluntarily. You further acknowledge that you will have an opportunity to consult with attorneys of your choice to explain the terms of this Agreement and the consequences of signing it.

In order to be effective, this Agreement must be signed by you and returned to the Human Resources Office, University of St. Thomas, 2115 Summit Avenue, AQU 217, St. Paul, MN 55105, within forty-five (45) days of your receipt of the Agreement.

**This is a form copy of the Agreement and cannot be signed; if you sign the Election Form a signature copy of this Agreement will be provided to you**

**University of St. Thomas**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
By: Julie H. Sullivan, Ph.D.  
President

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
UST ID Number

\_\_\_\_\_  
Date

**EXHIBIT A**

**DISCLOSURE REGARDING THE 2013-14 VOLUNTARY RETIREMENT INCENTIVE PLANS FOR FACULTY AND STAFF**

Pursuant to the federal Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, 29 U.S.C. § 626(f), notice is hereby provided of the following information relative to the Separation Agreement (“Agreement”):

**Eligibility**

1. A retirement incentive and Agreement are being offered to certain employees of the University of St. Thomas (“UST” or “University”) who are eligible and elect to participate in the University’s Voluntary Retirement Incentive Plan for Staff (“Staff Plan”) or the University’s Voluntary Retirement Incentive Plan for Faculty (“Faculty Plan”) (collectively the “Plans”). Information on the criteria and eligibility factors for the Plans is set forth below.
2. The Faculty Plan is being offered to regular full-time and regular part-time faculty of the University of St. Thomas who meet the eligibility criteria. The Staff Plan is being offered to regular full-time and regular part-time staff members of the University of St. Thomas who meet the eligibility criteria.
3. In order to be eligible for the Faculty Plan, faculty employees must meet the following eligibility factors:
  - a. As of the date the faculty member elects to participate in the Faculty Plan:
    - i. Be a regular full-time or a regular part-time faculty member of the University, or a regular full-time or regular part-time administrator with faculty status (temporary and adjunct faculty members, and staff members who are not administrators with faculty status, are not eligible for the Faculty Plan); and
    - ii. Not have an alternate agreement entered into with the University relating to the employee’s termination of employment with the University under which the employee received, is receiving, or will receive separation payments or benefits from the University, including but not limited to the University of St. Thomas Voluntary Retirement Incentive Program for Tenured Faculty that was effective November 15, 2009 or any other written agreement; and
  - b. As of February 3, 2014:
    - i. Be age 55 or older;
    - ii. Have completed at least 10 years of continuous service with the University of St. Thomas; for this purpose, years of service means the years of service that have elapsed between the employee’s most recent hire date and February 3, 2014; and
    - iii. Have a combined age and years of continuous service with the University of St. Thomas equal to or greater than 70 (for example, age 55 plus 15 years of continuous service, or age 60 and 10 years of continuous service).
4. In order to be eligible for the Staff Plan, staff employees must meet the following eligibility factors:

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- a. As of the date the staff member elects to participate in the Staff Plan:
  - i. Be a regular full-time or a regular part-time staff member of the University (temporary employees and faculty members, including administrators with faculty status, are not eligible for the Staff Plan);
  - ii. Not have an alternate agreement entered into with the University relating to the employee's termination of employment with the University under which the employee received, is receiving, or will receive separation payments or benefits from the University, including but not limited to the University of St. Thomas Voluntary Retirement Incentive Program for Staff that was effective November 15, 2009; and
  - iii. Not be in a staff position covered by a collective bargaining agreement; and
- b. As of February 3, 2014:
  - i. Be age 55 or older;
  - ii. Have completed at least 10 years of continuous service with the University of St. Thomas; for this purpose, years of service means the years of service that have elapsed between the employee's most recent hire date and February 3, 2014; and
  - iii. Have a combined age and years of continuous service with the University of St. Thomas equal to or greater than 70 (for example, age 55 plus 15 years of continuous service, or age 60 and 10 years of continuous service).

**Process to Participate**

5. In order to participate in the Plans, eligible faculty and staff members must:
  - a. Sign and return the Election Form to the University of St. Thomas Human Resources Office, 2115 Summit Avenue, AQU 217, St. Paul, MN 55105, on or before February 3, 2014 and not revoke the Election Form within five days after submitting it to Human Resources;
  - b. Sign and return the signature copy of the Agreement to the University of St. Thomas Human Resources Office, 2115 Summit Avenue, AQU 217, St. Paul, MN 55105 within forty-five (45) days of receiving it, and not rescind the Agreement within the fifteen (15) day rescission period after signing the Agreement; and
  - c. Sign and return the signature copy of the Release Addendum Agreement ("Release Addendum") (**Exhibit B**) to the University of St. Thomas Human Resources Office, 2115 Summit Avenue, AQU 217, St. Paul, MN 55105 on or before July 15, 2014, and not rescind the Release Addendum within the fifteen (15) day rescission period after signing the Release Addendum.

**Applicable Time Limits**

6. If an employee has not signed and returned the Election Form on or before February 3, 2014, the employee will no longer be eligible to participate in the Faculty Plan or the Staff Plan.
7. All eligible employees will have five (5) days to revoke the Election Form after submitting it. In order to revoke the Election Form, the employee must provide written notice of cancellation in the manner set forth in the Election Form.
8. If an eligible faculty or staff member signs and returns the Election Form on or before February 3, 2014, and the faculty or staff member does not revoke the Election Form within five (5) days



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after returning it, the faculty or staff member's election to retire effective May 31, 2014 is not revocable. The faculty or staff member's employment will end effective May 31, 2014, even if the faculty or staff member later decides not to sign the Agreement or the Release Addendum.

9. All employees who timely sign, return and do not revoke the Election Form will promptly be given a signature copy of the Agreement that includes the employee's name. Participating employees will have forty-five (45) days after receiving the signature copy of the Agreement to decide whether to sign it. A form copy of the Agreement (not for signature) will be made available to eligible employees on November 15, 2013.
10. If a signed Agreement is returned to the University, the employee may rescind the Agreement within the fifteen (15) day time frame set forth in the Agreement. In order to rescind the Agreement, the employee must provide written notice of cancellation in the manner set forth in the Agreement. Employees who rescind the Agreement in any respect will not receive the Separation Payment described in the Agreement.
11. All employees who timely sign, return and do not rescind the Agreement will be given a signature copy of the Release Addendum prior to May 31, 2014. The signature copy of the Release Addendum must be signed and returned to the University between June 1, 2014 and July 15, 2014. A form copy of the Release Addendum (not for signature) is being made available to eligible employees on November 15, 2013.
12. If a Release Addendum is returned to the University, the employee may rescind the Release Addendum within the fifteen (15) day time frame set forth in the Release Addendum. In order to rescind the Release Addendum, the employee must provide written notice of cancellation in the manner set forth in the Release Addendum. Employees who rescind the Release Addendum in any respect will not receive the Separation Payment described in the Agreement.

**COBRA Continuation of Benefits**

13. The University or its agent will provide information about COBRA continuation of benefits as required by law.

**Decisional Unit**

14. The decisional unit is all regular, active full-time and part-time University employees (which does not include adjunct faculty or other temporary employees), other than the President. This means that all regular, active University employees, other than the President, were part of the class, unit or group from which the University chose the employees who were and were not eligible for the Plans.

**Consult with Attorney**

15. Employees who are eligible to participate in the Faculty Plan or the Staff Plan are hereby advised by the University that they should consult with an attorney before submitting the Election Form and signing the Agreement and the Release Addendum.

**\*A listing of the job titles and ages of employees who are part of the decisional unit and all those who are eligible to participate in the Plans will be provided as part of the signature copy of the Agreement.**

**EXHIBIT B**

**[Form] RELEASE ADDENDUM AGREEMENT**

**[TO BE SIGNED AFTER MAY 31, 2014 AND ON OR BEFORE JULY 15, 2014,  
AND RETURNED TO THE UNIVERSITY NO LATER THAN JULY 15, 2014]**

The University of St. Thomas (the “University”) and I, <<Insert Employee Name>>, have reached the following Release Addendum Agreement (“Release Addendum”) in connection with the Separation Agreement entered into on <<month day>>, <<year>> (“Agreement”).

**I. Termination of Employment**

My employment with the University ended effective May 31, 2014 (“Retirement Date”).

**II. Payments**

I understand that in exchange for my agreeing to the conditions of the Agreement and this Release Addendum, I will receive the Separation Payment that is described in the Agreement.

**III. Return of Property**

As required by the Agreement, I have returned to the University the originals and all copies of all University files, documents, software, hardware, keys, credit cards, office equipment, and all other University property in my possession or under my control. If I find any University property after I sign this Release Addendum, I will return said property to the University.

**IV. Complete Release**

In consideration for the pay and benefits described in the Agreement, which I acknowledge are above and beyond any compensation to which I otherwise am entitled, I, on behalf of myself and my heirs, executors, administrators, successors, agents and assigns, hereby release the University and its agents, employees, trustees, officers, consultants, insurers, representatives, lawyers, affiliates, predecessors, successors, assigns, and all persons acting by, through, under or in concert with them, or any of them (“Releasees”), both individually and collectively, from each and every legal claim or demand of any kind, whether known or unknown, existing at any time up to and including the date of this Release Addendum, including without limitation any claim or demand in any way arising out of or related to (a) any action, conduct, decision or omission by any of the Releasees; and (b) my employment with and/or separation of employment with any of the Releasees, including, without limiting the generality of the foregoing, any claims arising out of, based upon, or relating to your recruitment, hire, employment, benefits (including paid time off), leaves of absence, remuneration or separation by the University, or any contract, agreement or other arrangement between me and the Releasees, or any of them (claims released by this Release Addendum are collectively referred to as “Claims”).

I understand that I am waiving any Claims arising out of any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) Titles VI and VII of the Civil Rights Act of 1964, as amended; (2) the Family and Medical Leave Act of 1993; (3) the Fair

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Labor Standards Act, as amended; (4) federal and state wage and hour laws; (5) the Americans with Disabilities Act, as amended; (6) the Rehabilitation Act of 1973; (7) Title IX of the Educational Amendments of 1972; (8) Minnesota's common law of fraud, misrepresentation, negligence, defamation, infliction of emotional distress, breach of contract, invasion of privacy, promissory estoppel, unjust enrichment, breach of the covenant of good faith and fair dealing, reprisal or retaliation, or wrongful termination or any other common law claims (including equitable claims) arising under the common law of Minnesota or any other state; (9) the Minnesota Human Rights Act; (10) the Age Discrimination in Employment Act; (11) the Age Discrimination Act of 1975; (12) retaliation under the Workers' Compensation Act; (13) the Genetic Information Nondiscrimination Act; (14) any claim based upon the Minnesota Employment, Wages, Conditions, Hours, and Restrictions Laws set forth in Minn. Stat. Chapter 181, including, without limitation, the Minnesota Whistleblower Act; (15) the Equal Pay Act; (16) the National Labor Relations Act; (17) 42 U.S.C. § 1981; and/or (18) any other local, state or federal law, rule or regulation governing any matter, including, without limitation, employment, discrimination in employment, the payment of wages and benefits, or higher education.

I understand that I am releasing Releasees from all known claims and from all claims which I do not presently know or suspect to exist at this time, provided, however, that by signing this Release Addendum, I am not releasing or waiving (1) any vested interest I may have in any retirement plan by virtue of my employment with the University; (2) my option to participate in the University's Tuition Remission and Educational Assistance program in accordance with paragraph 2 of the Agreement; (3) any rights or claims that arise from acts occurring after the Release Addendum is signed; (4) any rights or claims that cannot, by law, be released; or (5) the right to institute legal action for the purpose of enforcing the provisions of the Agreement or the Release Addendum.

I affirm that I have been paid all compensation owed for all hours worked for the University, I have received all the leave and leave benefits and protections for which I am eligible in connection with my service with the University, pursuant to the Family and Medical Leave Act or otherwise, and I have not suffered any on-the-job injury for which I have not already filed a first report of injury.

I understand that this Release Addendum does not prevent me from filing a charge or complaint with an administrative agency or from providing assistance to others who do so. However, I agree that if any claim I release in this Release Addendum is prosecuted in my name before any court or administrative agency, I will waive any benefits I obtain through such prosecution and will not take any award of money or other damages from such suit.

V. Opportunity to Rescind

I understand that I may cancel this Release Addendum within fifteen (15) calendar days of its execution. If I decide to cancel this Release Addendum and mail my notice of cancellation, I understand that it must be postmarked within the fifteen (15) day period and addressed to the Office of General Counsel, University of St. Thomas, 2115 Summit Avenue, AQU 104, St. Paul, MN 55105, either by hand or postmarked by certified mail, return receipt requested, within the fifteen (15) day period. This Release Addendum shall not become effective or enforceable until the revocation periods set forth above have passed. I understand that if I cancel this Release Addendum, I will not receive the Separation Payment granted by the Agreement but that the Agreement shall otherwise remain in full force and effect.

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VI. Opportunity to Consider and Seek Advice

I acknowledge that I have been given forty-five (45) days after my last day of employment to review and consider this Release Addendum before signing this document. I further understand that I am allowed to use as much of this period as I wish prior to signing this document. I acknowledge that I have been advised to seek legal counseling before signing this Release Addendum.

VII. No Reapplication, Rehire or Recall

I agree that I will not, for a period of at least one year and one day following my Retirement Date, knowingly apply for or accept employment with the University or provide services to the University as an independent contractor. I further understand that if the University, in its sole discretion and acting through the Executive Vice President and Provost, makes a written job offer to me requesting that I serve in a limited, temporary position supervising student research, field work or scholarship, or serving as an adjunct for a limited period, I may accept such job offer without violating this provision. This provision does not prohibit me from providing unpaid volunteer services that are substantially different from the services I provided as an employee of the University.

VIII. Miscellaneous

I understand that this Release Addendum is a contract and will be construed and interpreted in accordance with the laws of the state of Minnesota. I also understand that any litigation involving the Agreement or Release Addendum must be brought in Hennepin or Ramsey County, Minnesota. I also understand that nothing contained in this Release Addendum is to be construed by me or anyone else as an admission that the University has violated any local, state or federal law, rule, regulation or principle of common law. In fact, I understand that the University expressly denies any wrongdoing whatsoever in connection with my employment or the termination of my employment.

IX. Entire Agreement

This Release Addendum and the Agreement constitute the entire agreement between me and the University as to the matters addressed therein. The University and its officers and employees have made no promises to me other than those in the Agreement and in this Release Addendum.

X. Signature

I have read this Release Addendum, know its contents and have signed it as a free and voluntary act having had adequate opportunity to consider its terms and conditions. In signing below, I acknowledge receipt of **Exhibit A** to the Agreement, “Disclosure Regarding the 2013-14 Retirement Incentive Plans for Faculty and Staff.”

FORM AGREEMENT – NOT FOR SIGNATURE

I have signed this Release Addendum on this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**Cannot be signed until after May 31,  
2014. A signature copy will be  
provided to you before that date.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
UST ID Number

**University of St. Thomas**

\_\_\_\_\_  
By: Julie H. Sullivan, Ph.D.  
President

\_\_\_\_\_  
Date

**EXHIBIT C**

**[This form will be completed by the University as part of the signature copy of the Agreement]**

**Employee Name:** <<Insert Employee Name>>

**Annual Base Pay as of November 1, 2013:** <<Insert Annual Base Pay>>

For exempt staff, your current annual base pay is your annual base salary on November 1, 2013. For non-exempt staff, your current annual base pay is your hourly rate multiplied by your scheduled hours based on your FTE appointment on November 1, 2013.

**FTE as of November 1, 2013:** <<Insert FTE>>

**Eligible for Benefit Subsidy?**

- Yes**
- No**