**UF Retirement Enhancement Program**

**Separation Agreement and Release**

This Agreement and Release is between the University of Florida Board of Trustees (UF) and the undersigned employee, the Parties to this Agreement and Release. For and in consideration of the mutual promises and covenants expressed herein:

1. On or before October 1, 2009, UF notified me that I was eligible to enroll in the UF Retirement Enhancement Program (the “Program”). I acknowledge receipt of the description of the Program, and I understand the benefits available through the Program. In a timely manner, I voluntarily enrolled in the Program. The acceptance of my Enrollment Form and my participation in the Program are conditioned upon my execution of this Agreement and Release. I hereby voluntarily execute, and freely deliver this Agreement and Release to UF. In consideration of the benefits I will receive, as outlined in paragraph 4 of this Agreement and Release, I hereby agree to be bound by all of the terms of this Agreement and Release.
2. Effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Separation Date – must be on or before June 30, 2010), I hereby voluntarily and irrevocably resign as an employee at UF, including, if applicable, voluntarily and irrevocably relinquishing my tenure, if any, as a faculty member at UF.
3. In consideration for my voluntary decision to resign, which is further evidenced by the release and waiver included in paragraph 5 below, UF shall make the Separation Incentive payment described in paragraph 4 below.
4. UF shall make a Separation Incentive Payment (SIP) in the amount of one year of my current base annual salary, less applicable taxes and deductions. My acceptance of the SIP payment shall constitute my acceptance of the accuracy of the calculation of the amount of the SIP payment. This payment will be made by depositing the SIP check with the U.S. postal service (addressed to my address set forth below my signature) or making a direct deposit to the account where my paychecks are deposited, no later than four weeks after the Separation Date. The SIP payment will have no effect on the calculation of my retirement benefits.
5. This Agreement and Release are entered into voluntarily at a time of budget reductions and not in response to any matter between the Parties. As consideration for the SIP payment provided for in this Agreement and Release, I on behalf of myself and my heirs, executors, attorneys, administrators, and assigns, hereby release, acquit, remise and forever discharge all of the past, present and future trustees, officers, employees, agents, members, servants, public officials, independent contractors, insurers, benefits plans, third party administrators, attorneys and legal representatives of the University of Florida Board of Trustees and the Florida Board of Governors from all claims; demands; expenses; costs; attorneys and expert fees; causes of action; recoveries; relief; penalties; direct, special, exemplary, punitive, liquidated, consequential and all other monetary or other damages whatsoever; and liabilities of every kind and on any basis whatsoever, and waive all of my rights of every kind and on any basis whatsoever, whether known or unknown, fixed or contingent, direct or indirect, based on or arising under contracts, tort (of negligence, intent, or other), common law, equity, statute, regulation, constitution, strict or special liability, warranty or on any other basis, or of any other kind, that I have or may have as of or through the date of execution of this Agreement and Release (collectively and individually “Claims”). These released and waived Claims include but are not limited to claims arising under the Age Discrimination in Employment Act, 29 U.S.C. Section 621 *et seq.,* as amended by the Older Worker’s Benefit Protection Act of 1990 or any other federal or state law relating to discrimination in employment based upon age; the Family and Medical Leave Act; the Equal Pay Act; the Americans with Disabilities Act; the Rehabilitation Act; Florida and Federal Civil Rights Acts; False Claims Act; and the Fair Labor Standards Act. I understand that nothing in this Agreement and Release prevents me from filing a charge, cooperating with or participating in any proceeding before the Equal Employment Opportunity Commission or a state or local fair employment practices agency, but I acknowledge I may not recover monetary damages in connection with any such claim, charge, or proceeding. I do not release any claim, demand, or cause of action that may arise after the date of execution of this Agreement and Release or that law absolutely prohibits me to even voluntarily waive.

Upon entering into this Agreement and Release, I waive the right to any future re-employment by UF and to participate in any phased retirement program.

1. I acknowledge that I have sixty-days beginning October 1, 2009 and ending at 5:30 pm on January 8, 2010, to consider whether or not to enter into this Agreement and Release.
2. If I do not enter into this Agreement and Release by signing and returning it to Retirement Services in Human Resource Services, PO Box 115005, 903 West University Avenue, Gainesville, Florida 32611 by 5:30 pm on January 8, 2010, the offer to participate in the Program will expire and I will no longer have the opportunity to enter into this Agreement and Release or to participate in the Program.
3. I understand that I may revoke this Agreement and Release until seven (7) days after I execute this Agreement and Release--but only as provided in this paragraph. To revoke this Agreement and Release, I must deliver to Retirement Services in Human Resource Services, PO Box 115005, 903 West University Avenue, Gainesville, Florida 32611, on or before 5:30 P.M. of the seventh calendar day after the day on which I execute this Agreement and Release, my written notice that I am revoking this Agreement and Release. If I enter into and do not timely revoke this Agreement and Release in the manner provided in this paragraph 8, this Agreement and Release will remain in effect.
4. The terms of this Agreement and Release shall be construed and governed according to the laws of the State of Florida for all purposes, without giving effect to any Florida law governing choice of law.
5. This Agreement and Release may not be amended or terminated except by an instrument in writing executed by the Parties hereto or their authorized representatives. Its provisions are severable. If any part of this Agreement and Release is found to be unenforceable, the remainder of the Agreement and Release will continue to be valid and effective, except that the payment made under paragraph 4 shall not be owed unless the release and waiver in paragraph 5 are enforceable. The release and waiver are central consideration for the payment.
6. This Agreement and Release is not assignable.
7. This Agreement and Release constitutes the sole and exclusive agreement of the Parties with respect to the subject matter addressed and supersedes any prior or simultaneous written or oral understandings or agreements respecting the subject matter addressed. Forbearance or indulgence by any party in any regard shall not constitute a waiver of any term or provision of this Agreement and Release. No waiver shall be binding unless it is specific and executed in writing by the Party making the waiver.
8. This Agreement and Release shall become effective the first business day following the revocation period described in paragraph 8, unless I revoke this Agreement and Release in accordance with the requirements of paragraph 8.
9. I acknowledge and reaffirm my obligation to return all UF property and records and to keep confidential all non-public information concerning students, employees, patients, research, and other matters at UF that I acquired during the course of my employment with UF, including without limitation the obligations of confidentiality set forth in UF’s Intellectual Property Policy. I also confirm that I have kept intact and returned to UF all electronic records.
10. I agree that after my resignation from UF, I will provide UF all reasonable cooperation to assist in transitioning my job duties and to assist in any legal or administrative matters relevant to me or for which I may have knowledge. I will perform any other transition tasks as reasonably requested by UF.
11. I affirm that: (a) the only consideration for signing this Agreement and Release is set forth above in Paragraph 4, (b) no other promise, representation, or agreement of any kind has been made by any person or entity to cause or induce me to sign this Agreement and Release, (c) I fully understand the meaning of this Agreement and Release, including its final and binding effect, and freely and voluntarily assent to all of the terms and conditions hereof, and (d) I sign my name of my own free act. I state and represent that I have had an opportunity to fully discuss and review the terms of this Agreement and Release, including Exhibit I, with an attorney of my choosing.
12. I acknowledge that I have been given a schedule of (i) all classes, units, or groups of individuals eligible for this Program, any eligibility factors for this Program, and any time limits applicable to this Program; (ii) the job titles and ages of all individuals eligible or selected for this Program, and (iii) the ages of all individuals in the same job classification or organizational unit who are not eligible or who were not selected for this Program. This schedule is incorporated in Exhibit A to this Agreement and Release.
13. I also acknowledge that I have been advised in writing by UF to consult with an attorney in regard to whether to enter into this Agreement and Release. I acknowledge and understand that I have had at least 45 days from the date (indicated in paragraph 1) on which this Agreement and Release was delivered to me, to consider whether to sign this Agreement and Release. If I sign this Agreement and Release, whether or not before the expiration of those 45 days, it is because I freely choose to do so.
14. Finally, as described in more detail in paragraph 8, I have 7 days from the date I sign this Agreement and Release to change my mind and revoke this Agreement and Release, upon which event I will be excluded from the Program and will be ineligible for any benefits provided under the Program. I understand and agree that by entering into this Agreement and Release I am releasing and waiving any and all rights and claims I might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, and that I have received consideration beyond that to which I was previously entitled.

**Employee:**

**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Home Mailing Address:

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**University of Florida Board of Trustees**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_