

**UNIVERSITY OF CALIFORNIA, LOCATION
VOLUNTARY SEPARATION PROGRAM (VSP)
RELEASE FOR EMPLOYEES OVER AGE 40**

You are eligible to voluntarily separate from your employment with the Regents of the University of California ("University") and to receive benefits under the University of California, SELECT LOCATION Voluntary Separation Program ("Program") for which you are eligible. The Program benefits are payable in exchange for your agreement to the terms contained in this document. The amount of severance pay you will receive under the Program if you sign this agreement is shown in Attachment A.

Acceptance of this agreement acknowledges your concurrence with the following terms:

- Your resignation of employment is voluntary. You have not been pressured to resign. You are not resigning based on any promises or representations about benefits or programs that the University may or may not offer in the future (other than the representations in the official Program document and related written materials).
- Consistent with VSP requirements, if you are re-employed in any compensated University position, at any percentage of time, by any location during the first 36 months after your date of separation, you will be required to repay the severance that you received through the Program as described below. Even if you must repay severance, you will be allowed to keep no less than \$1,000 in exchange for signing this release agreement.
 - If reemployment occurs within 1-12 months after separation, you must repay all but \$1,000 of the severance received.
 - If reemployment occurs within 13-24 months after separation, you must repay 50% of the severance received, provided that you retain at least \$1,000 of the original severance payment.
 - If reemployment occurs within 25-36 months after separation, you must repay 25% of the severance received, provided that you retain at least \$1,000 of the original severance payment.

You acknowledge and agree that you will not be permitted to start work in your new position until you and the University have agreed upon a repayment plan.

- You hereby release the University from all known or unknown claims you may have against the University and its current and former employees, which arose or could have arisen out of your employment or resignation of employment with the University. These claims, include, for example, claims in tort or contract, claims under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e et. seq.), the Americans with Disabilities Act (42 U.S.C. §12101 et. seq.), the California Fair Employment and Housing Act, any other federal, state, or local statutes or laws, and claims arising under University policies and/or collective bargaining agreements. Your release does not include any claims within the exclusive jurisdiction of the Workers Compensation Appeals Board or any claims that cannot lawfully be released by private agreement.

- Under Section 1542 of the California Civil Code, a release does not extend to unknown claims. Specifically, Section 1542 of the California Civil Code states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

To ensure a full and complete release and discharge of the University, you expressly waive and relinquish all rights and benefits you may have under Section 1542 of the California Civil Code. You acknowledge that you intend for this release to include and discharge all claims, even those that you do not know about or suspect to exist, related to your employment or resignation of employment with the University at the time you execute this agreement.

- You acknowledge that you have not suffered any age or other discrimination or wrongful treatment by the University.
- This agreement is governed by and will be interpreted under the laws of the State of California.

You are advised to consult with your own attorney before signing this document. You may take 45 calendar days from the date you received this document to consider the agreement. After reviewing this agreement, if you are satisfied with the terms and conditions, please sign and return it to your location/department contact.

If you sign this document, you may change your mind and revoke your agreement during the seven calendar day period after you have signed it by delivering notice of your revocation to your location/department contact. If you revoke this agreement it shall not be effective or enforceable and you will not receive the payment described in Attachment A. If you do not revoke this agreement during the revocation period, this document will become a binding agreement between you and the University.

If the amount of the VSP payment is up to \$100,000, the effective date of this agreement will be at the end of the revocation period. If the amount of the VSP payment is between \$100,000 to \$150,000, this agreement is contingent upon approval by the President of the University of California and the effective date will be the date on which the President approves it. Without Presidential approval, this agreement shall have no force and effect.

CERTIFICATION (PLEASE READ THIS DOCUMENT CAREFULLY. IT INCLUDES A RELEASE OF ALL KNOWN OR UNKNOWN CLAIMS.)

I hereby agree to all of the terms and conditions described above. I acknowledge that I have been advised to review this agreement with counsel. I have been given at least 45 days to consider this agreement and I have chosen to sign this agreement on the date indicated below. I acknowledge and agree that if I am re-employed by the University during the first 36 months after separation, I am not be permitted to start work in the new UC position until the University and I have agreed upon a severance repayment plan. I intend that this document will become a binding agreement between the University and me if I do not revoke my acceptance within seven calendar days.

EMPLOYEE NAME	EMPLOYEE SIGNATURE	DATE

Attachment A: Calculation of Severance

Attachment B: Voluntary Separation Plan Implementation Guidelines