

**STATE OF KANSAS**  
**REVISED GENERAL RELEASE AGREEMENT**  
**and Notice of Voluntary Retirement**

Employee Name: \_\_\_\_\_

Date of Receipt: \_\_\_\_\_

Employee Number: \_\_\_\_\_

(HR will receipt-stamp here)

Address: \_\_\_\_\_

Home/Cell Phone: \_\_\_\_\_

Home Email: \_\_\_\_\_

Retirement Date: \_\_\_\_\_ (must be a date no later than October 31, 2011)

Effective Date: \_\_\_\_\_ (Within seven (7) calendar days of submitting this document, unless DECLINED by the State)

**Notice to Employee: You should thoroughly review and understand the effect of this document before acting upon it. You are advised to consult with an attorney and financial or tax advisor prior to signing this General Release Agreement. Therefore, please take this General Release Agreement home and carefully consider it before you decide whether to sign it. You have until 5:00 p.m. CDT on October 14, 2011, to return this General Release Agreement, signed and notarized. You will then have seven (7) calendar days to revoke this agreement.**

This General Release Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between The State of Kansas (hereafter referred to as (“The State”) and \_\_\_\_\_ (hereafter referred to as “Employee” or “you”). Pursuant to 29 C.F.R. § 1625.22 ( e ) ( 6 ), I hereby knowingly and voluntarily waive the 45-day pre-execution period set forth in the Older Workers Benefit Protection Act.

If you sign and return the original of this General Release Agreement, on or before October 14, 2011, and do not revoke it within seven (7) calendar days of the date on which this General Release Agreement was received by the Human Resource office of the agency in which you work, The State, upon acceptance of this General Release Agreement, will provide you Incentive pay and benefits as described below.

**1. Incentive Pay and Benefits.** The Employee may elect one of the following two options offered by The State under its Voluntary Retirement Incentive Program:

**EMPLOYEE IS TO CHECK OPTION 1 OR OPTION 2**

**OPTION 1** \_\_\_\_\_

Post-Retirement Group Health Insurance (GHI) Coverage

An eligible employee may elect to continue GHI coverage and the State will pay the employer’s share of the active State employee rates for the coverage and plan in which the employee is enrolled on August 1, 2011 toward the employee’s GHI coverage on the retiree plan directly to the insurance carrier as follows:

- For up to 60 months if the employee is receiving member-only coverage or until the participant reaches the age of 65, whichever occurs sooner.

**STATE OF KANSAS**  
**REVISED GENERAL RELEASE AGREEMENT**  
**and Notice of Voluntary Retirement**

- For up to 42 months if the employee is receiving member-plus-dependent coverage, or until the participant reaches the age of 65, whichever occurs sooner.

**OPTION 2**    \_\_\_\_\_

**One-time Lump Sum Payment**

An eligible employee may elect to receive a one-time, lump sum payment of \$6,500 at the time the employee retires. This payment is taxable wages but is not included as KPERS wages for the purposes of calculating KPERS final average salary.

- 2. General Release.** In consideration for the incentive pay and benefits described in paragraph 1, you release and forever discharge The State, its employees and successors, as well as its officers, agents, directors, employees, trustees and benefit plans from any and all liability, actions and claims, known or unknown, fixed or contingent, that you now have or may claim to have arising out of your employment relationship with The State or termination of that relationship.

This release includes claims arising under federal, state, or local laws prohibiting employment discrimination, retaliation or claims growing out of any legal restrictions on The State's right to terminate its employees, and any claims or rights which Employee may have including, but not limited to, claims, damages and liabilities which exist on the date of this Agreement for (a) wrongful discharge, (b) disability discrimination, (c) sexual harassment, (d) race discrimination, (e) sex discrimination, (f) religious discrimination, (g) national origin discrimination, (h) breach of an employment contract, or any other contract, (i) age discrimination, (j) retaliatory discharge, (k) wage/hour or overtime violations, (l) defamation, (m) any claim for reimbursement of legal fees, (n) any statutory claim, excluding claims currently pending before the Division of Workers Compensation of the Department of Labor; (o) any tort of equitable claim or any other claim arising from or in any way connected to the Employee's employment by The State, (p) fraud, (q) violation of the Worker Adjustment and Retraining Notification Act, (r) violations under the federal Fair Credit Reporting Act and any state statute regarding credit reporting, (s) any claim under the Kansas Wage Payment Act, (t) violations of the Family and Medical Leave Act ("FMLA"), (u) negligent or intentional infliction of emotional distress, (v) any claims under the Kansas Act Against Discrimination, Title VII of the Civil Rights Act of 1964 (as amended), 42 U.S.C. 1081, the American with Disability Act Amendment Act ("ADAAA"), the Age Discrimination in Employment Act ("ADEA"), the Older Worker's Benefit Protection Act ("OWBPA"), (w) claims of breach of express or implied contract, (x) claims for physical and/or mental injury including emotional or psychological distress, (y) wages, payments for pension or other benefits based upon a claim that such wages and benefits have been unlawfully affected by the act of The State or its officers, agents or employees, (z) for job retention of the position or any claim of rights to any other position with The State, (aa) under the Kansas Public Employer-Employee Relations Act, and (bb) any claims which employee may assert for acts or omissions by The State, its officers, agents or employees.

**STATE OF KANSAS**  
**REVISED GENERAL RELEASE AGREEMENT**  
**and Notice of Voluntary Retirement**

This General Release does not govern claims that cannot be released by private agreement, such as claims for vested benefits due under the terms of any pension or retirement plan sponsored or maintained by The State, and any claims or rights that may arise after the date on which this General Release Agreement became effective. Also excluded from this General Release Agreement is your right to file a charge with an administrative agency or participate in any agency investigation. You are, however, waiving all rights to recover money in connection with any such charge, investigation or related lawsuit.

- 3. Litigation Costs.** If The State initiates a proceeding to enforce this General Release Agreement and The State prevails, in whole or in part in that proceeding, you acknowledge and agree to pay all costs and expenses incurred by The State in connection with that proceeding including reasonable attorney's fees, and all further costs and fees including reasonable attorney's fees incurred by The State in connection with the collection of any award, attorney's fees or costs associated with that action. Excluded from this paragraph is your right to challenge in good faith under the ADEA or the OWBPA the validity of this General Release Agreement. Any challenge of the validity of this Agreement under the ADEA or OWBPA does not require repayment of any amounts paid to you under this Agreement.
- 4. Choice of Law, Choice of Venue, Jury Trial and Class Action Damage Waiver.** You acknowledge and agree that this General Release Agreement shall be governed by and is to be interpreted according to the laws of The State of Kansas. You and The State agree that venue is proper in the District Court in Shawnee County, Kansas and in the United States District Court for the District of Kansas, and consent to the jurisdiction of such courts. You expressly waive and relinquish the right to a trial before a jury in any action, brought in any court, concerning this General Release Agreement or any other claim against The State. You also expressly waive the right to collect money damages in any class or collective action against The State.
- 5. Acknowledgements.** You acknowledge and agree that: The separation benefits described in paragraph 1 of this General Release Agreement are in addition to whatever you are already entitled to receive separate from this Agreement.
- 6. Severability.** Should paragraph 2 be declared illegal or unenforceable, The State has the right to stop the payment of any incentives and benefits, and recover from you any incentives and benefits already paid to you. You acknowledge and agree that if any other provision of this General Release Agreement is declared illegal or unenforceable; such provision shall immediately become null and void, leaving the remainder of the General Release Agreement in full force and effect.
- 7. Limitation on Participation.** The State of Kansas reserves the right to limit the total number of participants in the Voluntary Retirement Incentive Plan in order to preserve the viability of a department's essential functions and the integrity of its financial resources. All applications for participation in this Voluntary Retirement Incentive Program will be considered on a first come, first served basis. This Voluntary Retirement Incentive Program may be modified or extended, with or without notice, at the discretion of the Governor.

**STATE OF KANSAS**  
**REVISED GENERAL RELEASE AGREEMENT**  
**and Notice of Voluntary Retirement**

- 8. Entire Agreement.** You agree that The State has not promised you anything to induce you to enter into this General Release Agreement other than as specifically stated in this Agreement. The State does not have any implied obligations under this Agreement.
  
- 9. Revocation.** You have the right to revoke this General Release Agreement by written notice to the Human Resource office of the agency in which you work within seven (7) calendar days of the date on which this General Release Agreement was received by the Human Resource office of the agency in which you work. The General Release Agreement will not become effective or enforceable until that date, or your last day of employment, whichever occurs sooner.
  
- 10. Frequently Asked Questions (FAQ's).** The attached FAQ documents, and the information contained therein is included and incorporated into this General Release Agreement.

**STATE OF KANSAS  
REVISED GENERAL RELEASE AGREEMENT  
and Notice of Voluntary Retirement**

Please acknowledge your acceptance of this General Release Agreement by signing this agreement and returning it by 5:00 pm (CDT) on October 14, 2011. By signing, you are acknowledging that you have carefully read and fully understand all the provisions of this General Release Agreement (including the **Notice to Employee** on page 1 of this Agreement), and that it is the entire agreement between you and The State relating to your employment and the termination of it, and you acknowledge that in entering into this General Release Agreement, you have not relied upon any representation or statement, written or oral, not set forth in this document.

You also acknowledge your signature on this document is voluntary.

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

\_\_\_\_\_  
State of Kansas Agency/Department

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF                 )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that he or she executed the same as his or her own free act and deed.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

-----  
**APPROVED \_\_\_\_\_ or DECLINED \_\_\_\_\_ on behalf of The State of Kansas**

\_\_\_\_\_  
State Agency Appointing Authority

\_\_\_\_\_  
Date