

# THE 100

Building Blocks for  
Business Leadership

# D14

Employee Release and Separation Agreement

## TOM SALONEK

Downloads





THE **100**

Building Blocks for  
Business Leadership

## How to Use this Download

- Terminating an employee isn't fun but sometimes necessary
- A clear release and separation agreement ensures you both can move on and go your separate ways
- In Minnesota, where Intertech is based, there's a 15-day window where a fired employee can rescind their signing of the agreement. Because of this, we don't issue the check to the employee until after the recension period has expired. You'll want to check with your legal counsel to ensure your handing it correctly.
- If the employee has an attorney review the document and say it's one sided, your response should be it is because you're writing a check to the ex-employee
- Always have another person in the room (at least two people from the firm) when you let someone go
- Finally, I'm not an attorney nor am I dispensing legal advice. Just sharing what's worked for our firm.

**TOM SALONEK**

Downloads

Copyright © 2016 by Tom Salonek

All Rights Reserved.



THE 100

Building Blocks for  
Business Leadership

## Confidential Separation Agreement

This offer is valid through [insert date] at 5:00pm and void thereafter.

### CONFIDENTIAL SEPARATION AGREEMENT

This Separation Agreement (“Agreement”) and Release, which is attached hereto as Exhibit A (the “Release”) are made by [insert name] on behalf of himself, his agents, heirs, executors, administrators, attorneys and successors (collectively referred to as “[insert name]” or the “Employee”), and [insert company name] and their respective facilities, affiliates, associated entities, corporations, joint ventures, subsidiaries, successors, officers, directors, agents, assigns, employees, stockholders, delegates, benefit plans and plan administrators, attorneys and insurers (collectively the “Employer”).

WHEREAS, the parties to this Agreement have mutually agreed to settle and resolve all actual and potential claims, threatened causes of action and matters arising out of the Employee’s employment with and separation from Employer, and which have been or could be brought against Employer and /or any of its employees.

WHEREAS, the parties to this Agreement have considered their rights, options and alternatives under this Agreement and the attached Release.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND ALL OF THE TERMS AND CONDITIONS SET FOTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Consideration. The Employer shall, upon expiration of the rescission period, pay [insert name] the gross amount of [\$ amount] as full and final consideration to support this Agreement and Release. The parties agree that the sum to be paid by Employer is in settlement of all of [insert name]’s potential claims and causes of action against Employer which arose or could have arisen at any time prior to his execution of this Agreement, including but not limited to those arising from or in any way related to his employment with or separation from Employer.
2. Release. In consideration of the compensation paid by and other undertakings of Employer stated herein, [insert name] will sign the Release, attached and incorporated hereto as Exhibit A, at the same time he signs this Agreement.

TOM SALONEK

Downloads

Copyright © 2016 by Tom Salonek

All Rights Reserved.



THE 100

Building Blocks for  
Business Leadership

3. **Stipulation.** [insert name] affirmatively represents that he has not filed nor caused to be filed any charges, claims, complaints, or actions involving Employer before any federal, state, or local administrative agency, court, or other forum. [insert name] agrees that his participation in this Agreement requires his immediate withdrawal with prejudice of any and all such claims or actions.

[insert name] further waives any right to any form of recovery or compensation from any legal action filed or threatened to be filed on his behalf based on his employment, or terms of employment with, or resignation from the Employer.

4. **Mutual Commitment to Non-Disparagement.** [insert name] and Employer agree that they will make no disparaging or defamatory comments regarding each other in any respect. Furthermore, [insert name] agrees not to assist or encourage in any way any individual or group of individuals to bring or pursue a lawsuit, charge, complaint, or grievance, or make any other demands against Employer. [insert name] agrees that, in any and all future proceedings of whatever nature, he will testify truthfully and will testify against Employer only to the extent that he is compelled to do so by a lawful subpoena, other judicial or administrative action, or Employer request.
5. **Benefits.** [insert name]'s participation in the Employer's benefit plans ended on the date of his termination, except as otherwise provided by law, or except to the extent that he exercises continuation rights provided under state or federal law.
6. **Non-Admissions.** The parties expressly deny any and all liability or wrongdoing and agree that nothing in this Agreement and Release shall be deemed to represent any concession or admission of such liability or wrongdoing or any waiver of defense.
7. **Invalidity.** In case any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.
8. **Voluntary and Knowing Action.** [insert name] acknowledges that he has had sufficient opportunity to review his potential claims and Employer's settlement offer with his attorneys, that he has read and understands the terms of this Agreement and attached Release, and that he has voluntarily and knowingly entered into this Agreement to resolve any and all charges, claims, demands or causes of action which he now has or may have with respect to Employer.
9. **Governing Law.** This Agreement will be construed and interpreted in accordance with applicable federal laws and the laws of the State of Minnesota.

TOM SALONEK

Downloads

Copyright © 2016 by Tom Salonek

All Rights Reserved.



THE 100

Building Blocks for  
Business Leadership

10. Legal Counsel and Fees. The parties to this Agreement agree to bear their own costs and attorneys' fees, if any. [insert name] acknowledges that he has had the opportunity to be represented by legal counsel during the negotiation and execution of this Agreement and Release, and that he understands he will be fully bound by this Agreement.

[insert name] as set forth in the Release attached hereto as Exhibit A, full and finally releases any and all claims, charges and demands he has or may have against Employer and it's employees, officers or assigns, know or unknown, relating in any way to his employment, and arising up to the date of this Agreement.

## Signature:

Dated: \_\_\_\_\_, [year]

\_\_\_\_\_ [insert name]

TOM SALONEK

Downloads

Copyright © 2016 by Tom Salonek

All Rights Reserved.



THE 100

Building Blocks for  
Business Leadership

-2-

RELEASE

EXHIBIT A

Definitions. I intend all words used in this Release to have their plain meanings in ordinary English. Technical legal words are not needed to describe what I mean. Specific terms I use in this Release have the following meanings:

- A. I, me, and my include [insert name] and anyone who has or obtains legal rights or claims through me.
  
- B. Employer, as used herein, shall at all times mean Intertech, Inc., and any of their facilities, subsidiaries, successors and assigns, affiliated and predecessor companies, predecessor or management companies, attorneys and the present or former owners, officers, employees, stockholders, attorneys and agents of any of them, whether in their individual or official capacities, and the current and former trustees or administrators of any pension or other benefit plan applicable to the employees or former employees of the Employer, in their official and individual capacities.
  
- C. My Claims mean all of the claims of any kind whatsoever I now have against Employer, regardless of whether I now know about those claims, or in any way related to my relationship with or my employment or other relationship with or resignation from the Employer, including, but not limited to claims for invasion of privacy, breach of contract; fraud or misrepresentation; violation of the Minnesota Human Rights Act, Title VII of the 1964 Civil Rights Act, the Fair Labor Standards Act, the Americans With Disabilities Act, the National Labor Relations Act, the Age Discrimination in Employment Act, all as amended, the Minnesota Whistleblower Act, Minnesota Workers Compensation statutes, or any other federal, state, or local laws, rules, regulations, ordinances or orders, including but not limited to those civil rights laws based on protected class status; negligent hiring or retention, assault, battery, defamation, false imprisonment, intentional

TOM SALONEK

Downloads

Copyright © 2016 by Tom Salonek

All Rights Reserved.



THE **100**

Building Blocks for  
Business Leadership

or negligent infliction of emotional distress; breach of the covenant of good faith and fair dealing; promissory estoppel; negligence; and all other claims for unlawful employment practices, and all other common law or statutory claims; I understand that I am not releasing claims under the Age Discrimination in Employment Act which arise after the date on which I sign this Release and the Agreement to which it is attached.

Agreement to Release My Claims. I agree to give up all of my Claims and withdraw all of my charges or demands, if any, against Employer in exchange for the consideration received. I will not bring any lawsuits, file any additional charges, complaints, or notices, or make any other demands against the Employer and/or based on my Claims. The consideration I am receiving is a full and fair payment for the release of all My Claims. The Employer owes me nothing in addition to what I will be receiving.

**TOM SALONEK**

Downloads

Copyright © 2016 by Tom Salonek

All Rights Reserved.



THE 100

Building Blocks for Business Leadership

-I-

Additional Agreements and Understandings. Even though the Employer is compensating me to release My Claims, I understand and acknowledge that the Employer does not admit that it may be responsible or legally obligated to me. In fact, the Employer expressly denies that it is responsible or legally obligated for My Claims or that it has engaged in any wrongdoing.

I understand that I may rescind (that is, cancel) this Release as to claims under the Minnesota Human Rights Act within fifteen (15) calendar days after signing the Release. To be effective, my rescission must be in writing and delivered to Employer in care of Employer’s counsel, [name of the attorney] either by hand or by mail within the applicable rescission period. If sent by mail, the rescission must be:

1. Postmarked within the fifteen (15) day period;
2. Properly addressed to the Employer’s Counsel identified above; and
3. Sent by certified mail, return receipt requested.

I have read this Release carefully and understand all its terms. I have reviewed this Release with my own attorney. In agreeing to sign this Release, I have not relied on any statements or explanations made by Employer, or their attorneys.

I understand and agree that this Release and the Settlement Agreement to which it is attached contain all the agreements between Employer and me. We have no other written or oral agreements.

Dated: \_\_\_\_\_, [year] \_\_\_\_\_ [insert name]

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public

THE EMPLOYER

Dated: \_\_\_\_\_, [year] By: \_\_\_\_\_

Its: \_\_\_\_\_

TOM SALONEK

Downloads

Copyright © 2016 by Tom Salonek

All Rights Reserved.