

Early Separation Incentive

Separation Agreement and Release

In consideration of the fact that I, _____, have voluntarily and of my own free elect to accept the Early Separation Incentive funding to a Health Savings Plan in the amount of _____, I acknowledge and agree to the following:

1. I understand that as of _____ (date) my employment with the County of El Dorado will cease. I understand that by electing to participate in the Early Separation Incentive I forfeit my eligibility for re-employment with the County of El Dorado as a permanent employee.
2. I understand that the Early Separation Incentive funding is being paid as consideration for my signing this Early Separation Agreement and Release ("Release") and that these are benefits to which I would not have been entitled had I not signed this Release.
3. I also understand that I have the right to consult with an attorney before signing this Release, I have had the opportunity to consider the Release for **45** calendar days before signing it, and I may revoke the Release within **7** calendar days after signing it.
4. I realize that there are various State and Federal laws that govern my employment relationship with the County and/or prohibit employment discrimination on the basis of age, color, race, gender, sexual preference/orientation, marital status, national origin, mental or physical disability, religious affiliation or veteran status and that these laws are enforced through the courts and agencies such as the Equal Employment Opportunity Commission, Department of Labor and State Human Rights Agencies. Such laws include, but are not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, as amended, the Employee Separation Income Security Act, 29 U.S.C. 1001, et seq., 42 U.S.C. Section 1981, etc. In consideration of the Early Separation Incentive funding provided for in this Agreement, I intend to give up any rights I may have under these or any other laws with respect to my employment and termination of employment at the County and acknowledge that the County has not discriminated against me, breached any express or implied contract with me, or otherwise acted unlawfully toward me.
5. On behalf of myself, my heirs, executors, administrators, successors, and assigns, I release and discharge the County, its successors, assigns, officers, representatives, agents and employees ("Releasees") from any and all claims, including claims for attorneys fees and costs, charges, actions and causes of action with respect to, or arising out of, my employment or termination of employment with the County, including without limitation employment-related discrimination claims.

6. I understand that this Release in no way affects any rights I may have for benefits under CalPERS Separation or any other applicable benefit plan.

7. In accordance with my existing and continuing obligations to the County, I have returned, or will immediately return to the County before my termination date, all County property, including, but not limited to, files, records, computer access codes, computer programs, instruction manuals, business plans, and other property that I prepared or helped to prepare in connection with my employment with the County.

8. I affirm my obligation to keep all County information confidential and not to disclose it to any third party in the future.

9. The construction, interpretation and performance of this Agreement shall be governed by California law.

10. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable, such unenforceability shall not affect any other provisions of this Release, and this Release shall then be construed as if such unenforceable provision or provisions had never been contained herein.

11. This Release contains the entire agreement between the County and me and fully supersedes any and all prior agreements or understandings pertaining to the subject matter hereof. In executing this Release I have not relied upon any representation or statement not set forth herein made by any of the Releases or by any of the Releasee's agents, representatives, or attorneys with regard to the subject matter of this Agreement.

BY SIGNING THIS EARLY SEPARATION AGREEMENT AND RELEASE, I STATE THAT: I HAVE READ IT; I UNDERSTAND IT AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS; I AGREE WITH EVERYTHING IN IT; I AM AWARE OF MY RIGHT TO CONSULT AN ATTORNEY BEFORE SIGNING IT; AND I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

DATE: _____

EMPLOYEE SIGNATURE: _____

EMPLOYEE PRINTED NAME: _____

WITNESS: _____

DATE: _____