



# ***Early Separation Incentive***

## **Early Separation Agreement and Release**

In consideration of the fact that I, \_\_\_\_\_, have voluntarily and of my own free will elected to accept the Early Separation Incentive funding to a Retiree 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 ("County") will cease. I understand that by electing to participate in the Early Separation Incentive program I forfeit my eligibility for re-employment with the County as a regular 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 and I acknowledge that I have been so advised before signing this Release. I have had the opportunity to consider this Release for 45 calendar days before signing it, and I may revoke the Release within 7 calendar days after signing it by written revocation delivered to the Human Resources Department.
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 American with Disabilities Act, the Age Discrimination in Employment Act of 1967, as amended, the Fair Employment and Housing Act, the Fair Labor Standards Act, 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 as allowed by law 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 those matters set forth in paragraph 4 and other employment-related discrimination claims.

It is understood and agreed that all rights under California Civil Code section 1542 are hereby expressly waived. Section 1542 provides:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE - A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

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 Releasees or by any of the Releasee's agents, representatives, or attorneys with regard to the subject matter of this Agreement. County has made no representation regarding the taxable or non-taxable nature of the funds and I have

not relied upon any such representation. I am responsible for determining the taxable or non-taxable character of the money paid pursuant to this Release.

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: \_\_\_\_\_