

MENDOCINO COUNTY

VOLUNTARY SEPARATION INCENTIVE PROGRAM – EMPLOYEE INITIATED
(July 10, 2025 – September 13, 2025)

COUNTY AUTHORIZED VSIP RESIGNATION AND RELEASE AGREEMENT

The County of Mendocino ("County") is pleased to offer an Employee Initiated Voluntary Separation Incentive Program ("VSIP") to eligible employees as an opportunity to voluntarily terminate from employment with the County and receive separation pay. The separation pay will be in exchange for signing a release of any claims against the County.

The County has provided this Resignation and Release Agreement to you on or before May 7, 2025, 2025 and provided you with 45 days to consider its terms as outlined below. You must complete, sign, and submit this Resignation and Release Agreement between **June 22, 2025, and July 2, 2025**, in order to participate in the VSIP and receive separation pay once you meet the requirements of the Program. Should you change your mind, you also have seven (7) days after you sign the Resignation and Release Agreement in which you can revoke the Agreement. Your resignation date must fall between July 10, 2025, and September 13, 2025. Before completing this form, please read the attached Terms and Conditions, the VSIP Plan Document and the other materials related to the VSIP that have been provided to inform you about the details of the VSIP.

Employee Information (please print clearly)

Employee Name: _____

Employee I.D. #: _____

Department: _____

Department Head: _____

Job Classification: _____

Program/Assignment: _____

Date Submitted: _____

Bargaining Unit: ☐ 101 - SEIU ☐ 202 - DSA ☐ 232 - MCLEMA ☐ 303 - MGT ☐ 404 – CONF
☐ 611 - DH ☐ 630 - ELECTED ☐ 631 - UNREP ☐ 714 - MCPEA ☐ 715 - MCPAA

**EFFECTIVE DATE OF VOLUNTARY SEPARATION FROM EMPLOYMENT (Last day of
paid status with the County):** _____

To be completed by Human Resources :

Date Received: _____

Verify eligibility on Designation List: _____

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[See Attached]

TERMS AND CONDITIONS OF VSIP RESIGNATION & RELEASE AGREEMENT

The following will constitute the agreement between you and the County of Mendocino ("County") on the terms of your separation from the County (hereinafter the "Agreement"). **The Agreement will be effective on the date specified in paragraph 13(b) below.**

1. You agree to voluntarily separate from employment on the date you have specified on the first page of this Agreement. Your voluntary separation date will be no sooner than eight days from the date you sign this Agreement.
2. In consideration of your acceptance of this Agreement, the County will pay you an incentive payment, less customary payroll deductions, as outlined in the County's Voluntary Separation Incentive Program (VSIP) as follows:
 - a. Employees with 10 years or more of current service to the County of Mendocino at the date of resignation will receive an incentive payment of \$15,000 and \$1,000 for each full year of current service beyond 10 years up to an additional incentive of \$10,000, for a maximum incentive of \$25,000.
 - b. Employees with at least 5 years but fewer than 10 years of current service to the County of Mendocino at the date of resignation will receive an incentive payment of \$10,000 and \$1,000 for each full year of current service beyond 5 years up to an additional incentive of \$4,000, for a maximum incentive of \$14,000.
 - c. Employees with at least 3 years but fewer than 5 years of current service to the County of Mendocino at the date of resignation will receive an incentive payment of \$8,000.
 - d. Employees with at least 1 year but fewer than 3 years of current service to the County of Mendocino at the date of resignation will receive an incentive payment of \$5,000.
3. Your incentive payment will be paid within thirty (30) days after the effective date of this Agreement as defined in paragraph 13(b) below. This incentive payment will be in addition to your earned salary and accrued vacation pay or leave to which you are entitled. You agree that, except for your final payroll check (which will include payment for your unused vacation) to be issued by the County following your voluntary separation date, you have been paid in full for all past services through the voluntary separation date.
4. You understand that your separation from employment is voluntary, as is your decision to participate in the VSIP. Nobody has pressured you into resigning or

made any representations to you (other than in the VSIP written documents) about the program or about the benefits or programs that the County might or might not offer in the future.

5. You understand that you may consult with an attorney or other professional to advise you regarding the VSIP and this Agreement.
6. You understand that by voluntarily resigning from employment with the County, you may be denied unemployment insurance benefits (should you apply for them), and that the County would be entitled to oppose any request for unemployment insurance benefits application filed with the Employment Development Department (EDD).
7. You understand that acceptance of the VSIP incentive will render you ineligible for regular, extra-help, or at-will employment with the County, for a period of two (2) years from the date of your separation under the VSIP.
8. You understand that employees who voluntarily separate from employment do not have restoration rights back to their classification and department.
9. You understand that the separation incentive that you will receive will not be considered part of "final compensation" for purposes of calculating any retirement benefits you may receive.
10. You understand that if you are found to be ineligible for participation in the VSIP, this Agreement will be null and void.
11. You hereby release the County from all known or unknown claims you may have against the County, which arose or could have arisen out of your employment or separation of employment with the County through and including the date you sign this Agreement. These claims, include, for example, claims in tort or contract, claims for discrimination (including but not limited to, age, race, sex, sexual orientation, national origin, ancestry, religion, physical or mental disability, medical condition, veteran status, or otherwise), harassment (sexual or otherwise), retaliation, or defamation; claims under the Age Discrimination in Employment Act (29 U.S.C. §621 et seq.), 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 the County policies and/or collective bargaining agreements. Your release does not include any application for unemployment benefits you may make through the California Employment Development Department based on your separation from employment, claims within the exclusive jurisdiction of the Workers Compensation Appeals Board, and any and all claims that cannot lawfully be released by private agreement.

12. Section 1542 of the California Civil Code provides, generally, that 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.

For the purposes of implementing a full and complete release and discharge of the County, you expressly waive and relinquish all rights and benefits afforded by Section 1542 of the California Civil Code and acknowledge that the release is intended to include and discharge all claims which you do not know or suspect to exist related to your employment with the County at the time you execute this letter. This release does not apply to claims against the County that are based upon matters occurring after the date you sign this Agreement.

13. The following information is required by the Older Workers' Benefits Protection Act:

- a. You acknowledge that you were given 45 days to consider and accept the terms of this Agreement and that you were advised to consult with an attorney about the Agreement before signing it.
- b. To accept the Agreement, you are to sign and date this Agreement and return it to the County. Once you do so, you will still have seven (7) additional days from the date you sign to revoke your acceptance ("revocation period"). If you decide to revoke this Agreement after signing and returning it, you must give the County a written statement of revocation or send it to the County by fax, electronic mail, or registered mail to the following:

Mendocino County Human Resources
501 Low Gap Road, Room 1326
Ukiah, CA 95482
(707)234-6600 phone
(707)468-3407 fax
hr@mendocinocounty.gov

If you do not revoke during the seven-day revocation period, this Agreement will take effect on the effective date of voluntary separation from employment you provided on page 1 of this agreement.

- c. The class, unit, or group of individuals covered by the VSIP Program includes all County employee classifications who (1) occupy a regular, allocated position, (2), are either at-will or have achieved permanent

status in their current service period, and (3) who submitted a timely Statement of Interest in accordance with the Employee Initiated VSIP Program Policy. Beginning April 22, 2025, employees needed to submit a Statement of Interest on or before April 30, 2025 to be considered for the VSIP Program.

- d. Qualifying County employees who submitted a timely Statement of Interest were then evaluated for placement on the Designation List approved by the Board of Supervisors on May 6, 2025, and became eligible to receive an incentive payment, based on the following factors:
1. Whether the position plays an essential role in delivery of core services
 2. Should the position be eliminated, whether the functions of the position may be restructured and/or reassigned to other existing positions to meet required delivery of core services.
 3. Whether the position performs functions required by law, mandate or other regulation
 4. Whether allocated positions for the classification are at minimal levels required for delivery of services
- e. All County employees on the approved Designation List are eligible to receive an incentive payment under the VSIP Program. The VSIP Program covers voluntary resignation dates for said employees from July 10, 2025, through September 13, 2025.

The following is a listing of the classifications of eligible County employees who are on the recommended Designation List and would receive an incentive payment for signing the Resignation & Release Agreement, contingent upon approval of the list by the Board of Supervisors.

| Job Title (Classification) | Age | # of VSIP Incentives Available Per Classification |
|-----------------------------------|-----|---|
| Administrative Assistant | 74 | 1 |
| Assessor-Clerk Recorder Tech II | 55 | 1 |
| Commission Services Supervisor | 65 | 1 |
| Communicable Disease Investigator | 65 | 1 |
| Custodian | 62 | 1 |
| Employment and Training Worker II | 53 | 1 |
| Legal Secretary II | 55 | 1 |
| Library Assistant | 67 | 1 |
| Office Services Supervisor | 69 | 1 |
| Planner III | 64 | 1 |

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|--|----------|---|
| Principal Administrative Analyst | 59 | 1 |
| Program Administrator | 53 | 1 |
| Program Specialist II | 38 | 1 |
| Road Maintenance Supervisor | 60 | 1 |
| Senior Health Program Eligibility Worker | 59 | 1 |
| Senior Program Specialist | 63 | 1 |
| Social Worker II | 24,28,65 | 3 |
| Social Worker III | 47 | 1 |
| Social Worker IV-C | 52 | 1 |
| Social Worker IV-D | 36 | 1 |
| Social Worker Supervisor II-A | 64 | 1 |
| Staff Assistant II | 64 | 1 |
| Staff Assistant III | 30 | 1 |
| Staff Services Manager II | 49 | 1 |
| Vital Statistics Technician | 61 | 1 |
| Welfare Investigator II | 54 | 1 |

- f. The following is a list of the classifications of County employees who timely submitted a Statement of Interest, but were not placed on the recommended Designation List due to not meeting eligibility criteria, such as not holding permanent employee status, or due to the operational needs expressed by the department.

| Job Title (Classification) | Age | # of VSIP Incentives Available Per Classification |
|---|-----|---|
| Administrative Assistant | 52 | 1 |
| Account Specialist II | 39 | 1 |
| Account Specialist III | 31 | 1 |
| Mental Health Rehabilitation Specialist | 68 | 1 |

14. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue shall be in the County of Mendocino, California.

By signing this Agreement, I acknowledge that I have had the opportunity to consult with an attorney of my choice; that I have carefully reviewed and considered this Agreement; that I understand the terms of the Agreement; and that I voluntarily agree to them.

| | |
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| | |
| Date: | Employee Signature |

Accepted By:

Human Resources Representative

Date

DRAFT