

MENDOCINO COUNTY

**VOLUNTARY SEPARATION INCENTIVE PROGRAM (April 7, 2024 – Jun 22, 2024)**

**COUNTY AUTHORIZED VSIP RESIGNATION AND RELEASE AGREEMENT**

The County of Mendocino ("County") is pleased to offer a 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 February 7, 2024 and provided you with 45 days to consider its terms as outlined below. You must complete and submit this Resignation and Release Agreement between **March 24, 2024, and April 3, 2024**, 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 April 7, 2024, and June 22, 2024. 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 Department :**

Date Received: \_\_\_\_\_

Job Classification (verify eligibility): \_\_\_\_\_

.....  
**[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 later 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 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.
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. 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 which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

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 waiver 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, Suite 1326  
Ukiah, CA 95482  
(707)234-6600 phone  
(707)468-3407 fax  
<http://www.MendocinoCounty.org/HR>

**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 employment classifications on the Designation List approved by the Board of Supervisors on February 6, 2024, and the maximum number of VSIP incentives per classification to be offered within each department, budget unit, or program identified on that Designation List. All County employees occupying the County employment classifications on the Designation List are eligible for the VSIP Program. The VSIP Program covers the period from April 7, 2024, through June 22, 2024.

The following is a listing of the ages and job titles (classifications) of employees who are eligible for the VSIP Program and offered an incentive payment for signing the Resignation & Release Agreement, and the number of VSIP incentives available per classification. Except for those employees identified below, no other employee is eligible or offered an incentive payment in exchange for signing the Resignation and Release Agreement:

Job Title (Classification)	Age	# of VSIP Incentives Available Per Classification
TBD		TBD

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.

Date:	Employee Signature

Accepted By:

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date