

**2020 VOLUNTARY SEPARATION AGREEMENT
BY AND BETWEEN KING COUNTY
AND EMPLOYEE**

_____ (printed employee full name)

King County ("County") and _____ ("Employee") enter into this Voluntary Separation Agreement ("Agreement") under the authority of King County Ordinance Number 18696 ("Ordinance") addressing the 'Voluntary Separation Program' ("VSP") which was approved March 2018.

RECITALS:

A. Employee is currently a regular County employee and has at least five (5) years of current continuous regular employment with the County. Employee is eligible to retire under the Law Enforcement Officers and Firefighters (LEOFF), Public Employees' Retirement System (PERS), Public Safety Employees' Retirement System (PSERS) or the City of Seattle Retirement Plan.

B. The Ordinance established the VSP that has been offered in Employee's department/division/agency. Employee has voluntarily applied for participation in the VSP and was approved.

C. This Agreement sets forth the parties' agreement with respect to all matters that pertain to Employee's County employment and separation from same.

AGREEMENT:

1. **Employee's Separation is Knowing and Voluntary.** In accord with the County's VSP, Employee elects to separate from his/her employment with the County from his/her position of _____ (Job Title). Employee's separation will be effective _____. Employee's decision to separate from County employment is made knowingly, voluntarily, and without coercion or duress.

2. **VSP Payment.** In consideration for Employee's participation in the VSP, Employee will receive a lump sum payment of \$20,540.00 (twenty thousand five hundred and forty dollars).

a. In addition, Employee will be paid his/her earned and accrued vacation, compensatory time, and any other benefits in accordance with the King County Code applicable to Employee.

b. The VSP payment, less required deductions, will be made within 45 working days from the date Employee separates from service.

3. **No Future County Employment.** Employee understands and agrees that in consideration of the above referenced payment, Employee will not return to County employment in any position.

4. Ineligible for Unemployment Compensation. Employee agrees that in consideration of the VSP payment, Employee will not file a claim for unemployment compensation benefits related to his/her separation from County employment.

5. Ineligibility for Retirement Pension Credit. Employee understands and acknowledges that the VSP payment made under this Agreement may not qualify as compensation for the purposes of service credit or earnings for pension calculations. Employee understands that he/she should consult with the Washington State Department of Retirement Systems for details.

6. No Actions Pending. Employee represents that he/she has not filed any complaints, charges, or lawsuits against the County with any governmental agency or any court and, except as expressly provided otherwise in Sections 8 and 9 of this Agreement, agrees that he/she will not initiate, assist, or encourage such actions.

7. Release. Employee understands and agrees that the VSP payment made under this Agreement, which payment is in addition to anything of value to which Employee is or might otherwise be entitled, shall constitute a complete and final settlement of any and all claims or causes of actions Employee has had, now has, or may have up to the date of this Agreement including, without limitation, those arising out of or in connection with Employee's employment with the County, separation from County employment, or pursuant to any federal, state or local employment laws, statutes, public policies, orders, or regulations, including, but not limited to discrimination claims or causes of action under the Age Discrimination in Employment Act (ADEA), the Older Workers benefit Protection Act, Title VII of the Civil Rights Act, the Washington Law against Discrimination, or any other theory or basis whether legal or equitable. Approval or denial for Employee's VSP participation may not be grieved or appealed.

8. Other Rights Preserved. Employee expressly acknowledges the County is not requiring Employee to release Employee's claims for workers' compensation benefits, claims under the Fair Labor Standards Act, health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act, or claims with regard to vested benefits under a LEOFF, PERS, PSERS, or City of Seattle retirement plan.

9. No Waiver of Rights or Claims Arising After the Agreement is Executed. This Agreement shall not constitute a waiver or release of claims where the events in dispute first arise after execution of this Agreement, nor shall it preclude Employee from filing a lawsuit for the exclusive purpose of enforcing his/her rights under this Agreement.

10. Consult with an Attorney. Employee has been advised by way of this Agreement to consult an attorney prior to signing this Agreement. Employee acknowledges that he/she has had the opportunity to consult with an attorney of his/her own choosing. Employee also acknowledges that by way of this Agreement he/she has been advised to contact Washington State Department of Retirement Systems to discuss any questions he/she may have with respect to his/her retirement benefits.

11. Forty-Five (45) Calendar Day Consideration Period. Employee acknowledges and agrees that he/she has at least forty-five (45) calendar days within which to consider this Agreement. Any changes to this Agreement, whether material or immaterial, shall not restart the running of the forty-five (45) calendar day consideration period.

12. Seven (7) Calendar Day Revocation Period. Employee understands that he/she has seven (7) calendar days following the execution of this Agreement to revoke the Agreement and the Agreement shall not become effective or enforceable until the end of this revocation period. Employee agrees that changes made to this Agreement, whether material or immaterial, after Employee's execution of the Agreement shall not restart the running of the seven (7) calendar day revocation period.

13. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement and the remaining rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the invalid part.

14. Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and any action of law, in equity, or other proceedings for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Washington, County of King.

15. Express Agreement. Employee has read and understands the whole of the above Agreement and states that no representation or promises not expressed in this document have been made to induce Employee to enter into it.

Employee Signature:

(Employee Name)

Date

For King County Signature:

(Appointing Authority/Designee Name)
Appointing Authority/Designee

Date

cc: (employee name) Personnel File