

**2022 VOLUNTARY SEPARATION
AGREEMENT BY AND BETWEEN
KING COUNTY AND EMPLOYEE**

Employee Name:

King County (“County”) and (“Employee”) enter into this Voluntary Separation Agreement (“Agreement”) under the authority of King County Code 3.12S titled ‘Voluntary Separation Program’ (“VSP”).

RECITALS:

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

B. Employee’s agency has been approved to participate in VSP by the Executive for this calendar year.

C. Employee has voluntarily applied for participation in the VSP and Employee’s application was approved.

D. 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 accordance with the County’s VSP, the Employee elects to separate from employment with the County from the employee’s position of (Job Title). Employee’s separation will be effective (Date). 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 \$24,154.00 (twenty-four thousand one hundred and fifty-four dollars). The full lump sum payment amount of \$24,154.00 is prorated for employees who work less than full-time.

a. Employee will also be paid the employee’s earned and accrued vacation leave, compensatory time, less required deductions, 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 employment.

3. No Future County Employment. Employee understands and agrees that in

consideration of the referenced payment, Employee will not return to County employment in any County 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 the employee's 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 the employee should consult with the Washington State Department of Retirement Systems for details.

6. No Actions Pending. Employee represents that the Employee 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 the Employee will not initiate such actions.

7. Release. Employee understands and agrees that the VSP payment made under this Agreement, which 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 of 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 SCERS retirement plan. Nothing in this Agreement prohibits or prevents Employee from filing a charge with or participating, testifying, or assisting in any investigation, hearing, whistleblower proceeding or other proceeding before any federal, state, or local government agency (e.g., EEOC, Washington State Human Rights Commission, or King County Office of Civil Rights). However, to the maximum extent permitted by law, Employee agrees that Employee shall not be entitled to recover any individual monetary relief or other individual remedies for any administrative or governmental claim.

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 the employee's 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 the

Employee has had the opportunity to consult with an attorney of the Employee's own choosing. Employee also acknowledges that by way of this Agreement the Employee has been advised to contact the Washington State Department of Retirement Systems to discuss any questions the Employee may have with respect to the employee's retirement benefits.

11. Forty-Five (45) Calendar Day Consideration Period. Employee acknowledges and agrees that the Employee 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 the Employee 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)
Employee

Date

For King County Signature:

(Appointing Authority/Designee
Name)Appointing
Authority/Designee

Date

cc: (employee name) Personnel File