

COUNTY OF SONOMA

VOLUNTARY SEPARATION INCENTIVE PROGRAM (May 2 - June 27, 2011)

COUNTY AUTHORIZED VSIP RESIGNATION LETTER

The County of Sonoma ("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.

You must complete and submit this election form between **April 11, 2011 and April 22, 2011** in order to participate in the VSIP and receive separation pay once you meet the requirements of the Program. Before completing this form, please read 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: _____

Department: _____

Department Head: _____

Job Classification: _____

Date Submitted: _____

Bargaining Unit: _____

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

To be completed by Department :

Date Received: _____

Job Classification (verify eligibility): _____

By signing this Election Form, I, _____, hereby agree to terminate my employment on the date selected above and understand that I have to sign the release of claims that will be provided to me before my termination in order to receive any separation pay under the terms of the Voluntary Separation Incentive Program.

I am initialing each statement below to acknowledge my understanding and acceptance of the program requirements of the V.S.I.P.:

___ I understand that my separation from employment is voluntary, as is my decision to participate in the VSIP. No body has pressured me into resigning or made any representations to me (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. Further, I understand that I may consult with an attorney or other professional to advise me regarding the VSIP.

I understand that by voluntarily resigning from employment with the County, I may be ineligible to receive unemployment insurance benefits, and that the County would be entitled to oppose any request for unemployment insurance benefits application filed with the Employment Development Department (EDD).

I understand that acceptance of the VSIP incentive will render me ineligible for regular employment with the County, including special districts and agencies where the Board Supervisors also serves as the Board of Directors, for a period of two years from my date of separation under the VSIP, unless a Department Head requests an exemption from this requirement from the Human Resources Department for the County, special district or agency. If the County opens a recruitment for a position that I may wish to apply for during the two years following voluntary separation, a Department Head may request an exemption from the requirements of the VSIP from the Human Resources Department of the County, special district and agency, based upon demonstrated operational needs. If the exemption is approved, I will be permitted to submit an application for the recruitment. If I am selected for the position and accept employment with the County, I agree that I will be required to pay back the compensation I received under the VSIP as follows: If re-employed with the County, special district or agency within thirteen (13) months of my separation under the VSIP, I will pay back 90% of the incentive I had received. If re-employed with the County, special district or agency within fourteen (14) to twenty four (24) months of my separation under the VSIP, I will pay back 50% of the incentive I had received. Repayment of the incentive based on the foregoing formula is a condition to any re-employment with the County within 2 years of separation.

I understand that employees who voluntarily separate from employment do not have restoration rights back to their classification and department.

I understand that the separation incentive that I will receive will not be considered part of "final compensation" for purposes of calculating any retirement benefits I may receive.

I understand that this letter, once received and accepted by the Department is irrevocable.

I understand that if I am found to be ineligible for participation in the VSIP, this notice will be null and void.

I understand that to the extent that I am over the age of 40, I may be entitled to a 45 day notice

to review this program and to rescind my irrevocable notice of resignation within 7 days of submitting my resignation under the Age Discrimination in Employment Act (29 U.S.C. §621 et. seq.), and I understanding that I am waiving the notice periods and any rights that I may have under the ADEA.

___ As a condition of participation in the VSIP, I agree to all terms and conditions set forth in the approved VSIP and corresponding side letters or amendments.

Employee Signature

Date

Accepted By:

Department Head Signature

Date