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UPON RECEIPT AT CAO PUBLIC COUNTER

## Separation Incentive Program (SIP) Application and Employee Agreement

## Appendix B

Applicants please complete following employee demographic information.

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Email Address: \_\_\_\_\_

Marital Status: \_\_\_\_\_

Spouse/Domestic Partner's Name: \_\_\_\_\_

Spouse/Domestic Partner's DOB: \_\_\_\_\_

I, \_\_\_\_\_, Employee # \_\_\_\_\_  
(Print First, Middle, and Last Names) (Employee Identification Number)

am employed as a(n) \_\_\_\_\_  
Civil Service Classification Title

With the \_\_\_\_\_  
Department Name

I hereby agree, acknowledge, accept, and promise as follows:

### 1. Voluntary Separation

In exchange for certain compensation described in the attached Letter of Agreement, I agree to **RETIRE** from my employment with the City of Los Angeles (City). I understand and acknowledge that, once my retirement is effective, it is irrevocable.

The effective date of my retirement will be determined by the Los Angeles City Employees' Retirement System (LACERS) and confirmed with the Office of the City Administrative Officer (CAO). A true and correct copy of the SIP Letter of Agreement has been provided to me and is an integral part of this Employee Agreement.

### 2. Compensation Package

In exchange for the promise contained in paragraph 1, the City will compensate me with the benefit package also described in the attached Letter of Agreement (LOA), which was also provided to me.

I acknowledge and agree that any monetary compensation I am to receive for my participation in this SIP will be payable only after the expiration of the "rescission period" described in paragraph 5 below and under the terms of payment specified in the LOA. This monetary compensation is not compensation already owed me by the City.

### **3. Consideration Period**

I acknowledge I was given up to twenty-nine (29) calendar days (July 6, 2020 through August 3, 2020) to consider the SIP, and this Employee Agreement, during which time I had the opportunity to seek personal, legal, and/or professional financial advice in evaluating all of my options. I am accepting the terms of the SIP and entering into this Employee Agreement of my own free will and on my own volition, and no one acting on behalf of the City has pressured me in any way to accept or reject this Employee Agreement.

### **4. Application and Approval**

By my signature below, I hereby apply for participation in the SIP. I fully understand that this Employee Agreement becomes final and binding only upon specific approval by the CAO, consistent with the SIP Letter of Agreement.

### **5. Rescission Period**

I acknowledge and understand that I shall have seven business days from the date this Employee Agreement is signed and submitted to rescind the Employee Agreement by giving written notice on the prescribed form to the CAO. My right to rescind within the rescission period is absolute and requires no explanation or justification on my part. Upon timely submission of written notice of my rescission, my employment status will continue as it was immediately at the time I signed this Employee Agreement. If I do not submit a written rescission on or before the end of my rescission period, my retirement date from the City will be determined by LACERS and confirmed with the CAO.

### **6. Release and Waiver**

In consideration for the City's payment of compensation as set forth above, I freely, voluntarily, completely, and permanently release the City, its governing bodies, and all officials, employees, agents and any others acting for it (collectively "Releasees"), from any and all claims arising out of or related to my employment with the City which I now have, or which may hereafter accrue, and/or which may result from participation in the SIP and this Employee Agreement, including but not limited to claims of constructive discharge, all federal, state, local, administrative, civil service, collective bargaining, and other claims. I agree not to bring any grievance, arbitration, lawsuit, or other proceeding against the City and release all claims resulting in any way from the City's offering and my acceptance of the SIP and/or arising out of or related to my employment with the City, and hereby waive any right to bring those claims in any forum. I understand that any action by me in violation of this promise may result in a civil suit against me for breach of this Employee Agreement.

I realize there may be unknown facts or claims which, had they been known today, would or could affect my decision to sign this Employee Agreement. Unless waived, Civil Code Section 1542 protects such unknown claims for automatically being given up in a general release. It states:

*"A general release does not extend to the 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.”*  
(Amended by Stats. 2018, Ch. 157, Sec. 2. (SB 1431) Effective January 1, 2019)

I knowingly and voluntarily waive any and all rights under Civil Code Section 1542, stated above, and hereby release the City from any and all claims which would have been affected by that statute. This release and waiver extends to and is binding upon my heirs, executors, administrators, assigns, and my community estate.

By signing the Employee Agreement to participate in the SIP, I also waive any claim or right I have to challenge this agreement or my retirement on age discrimination or other grounds under the Age Discrimination in Employment Act of 1967 (ADEA). I understand that I have been or are hereby advised to consult with an attorney of my own choosing before signing this release of ADEA claims. My rights or claims under the ADEA which arise after this Employee Agreement is signed, are not waived.

**7. Severability**

If any part of this Employee Agreement or its operation is found to be invalid, that finding does not negate any other provision(s) or operation(s) of the Employee Agreement which can be given effect.

**8. Returning to Work for the City**

If, within three years from the date my retirement becomes effective, I am employed in any capacity by, or receive a personal services contract from any City agency, including proprietary departments, except as authorized by the CAO under the LOA, I agree to return the monetary compensation paid by the City under the SIP. The complete terms of repayment that I would be required to make are contained in item 5 (Employee Agreement) of the Letter of Agreement. I hereby acknowledge that I have read and I fully accept those terms as a condition of my participation in the SIP.

**9. Signature**

I have read, considered, and understand the information presented above. I have received and reviewed a true copy of the SIP Letter of Agreement. I also understand my right to consult an attorney, financial advisor, and/or other professional who could assist in providing knowledge to help in my decision to participate prior to signing this Employee Agreement. By my signature below, I enter this Employee Agreement freely, knowingly, voluntarily, and without coercion or duress of any kind.

\_\_\_\_\_ Date

\_\_\_\_\_ Employee Signature

**10. Approval**

The foregoing Employee Agreement to participate in the City's Separation Incentive Plan is approved:

\_\_\_\_\_ Date

\_\_\_\_\_ City Administrative Officer