

RETIREMENT INCENTIVE AGREEMENT

This Retirement Incentive Agreement (“Agreement”) is entered into by and between Timberland Regional Library (“Library”) and _____ (“Employee”).

In consideration of the promises contained below, the Library and Employee agree as follows:

1. Separation from Employment. Employee’s last date of employment with the Library shall be _____ (the “Separation Date”). This Agreement is based on the expectation that Employee will continue to work for the Library through the Separation Date. If Employee’s employment with the Library ends for any reason prior to the Separation Date, Employee will receive only his/her regular compensation through such end date.

2. Severance Pay. Subject to Employee remaining employed until the Separation Date and subject to Employee’s execution of the Supplemental Release as set forth in Paragraph 5 of this Agreement, the Library shall pay Employee a total gross wage payment equal to three months of Employee’s base salary on the Separation Date, up to a maximum of Ten Thousand Dollars (\$10,000.00) (“Severance Pay”). Such Severance Pay, less all required withholdings, will be paid in a lump sum on the Library’s next regular payroll date after the Separation Date, provided that Employee has signed the Supplemental Release and the applicable revocation period has expired.

3. Consideration. The parties agree that the Severance Pay is not something Employee is otherwise entitled to receive upon separation from employment under any existing employee benefit plan or pre-existing agreement between Employee and the Library.

4. Health Insurance. In accordance with federal law (COBRA), Employee may elect continuing medical, dental and vision benefits under the Library’s health insurance policies for eighteen (18) months following the Separation Date at Employee’s expense, provided that Employee must make timely application and remain eligible for such benefits. It is the intent of the parties that Employee’s COBRA rights begin to run on the Separation Date.

5. Supplemental Release. Because Employee’s employment will continue beyond Employee’s signing of this Agreement, Employee agrees to sign a further release on or after the Separation Date covering the period from the effective date of this Agreement through the Separation Date (the “Supplemental Release”). The form of the Supplemental Release shall be as set forth in Attachment B to this Agreement.

6. Accrued Leave. If Employee’s position is covered by a collective bargaining agreement between the Library and AFSCME Local 3758 and 3758-S, Employee’s separation from the Library will be considered a retirement for purposes of any leave cashout provisions. If Employee’s position is not covered by a collective bargaining agreement, Employee will receive

payment for accrued but unused paid leave as of the Separation Date as provided by applicable Library policy.

7. Release. Employee accepts the benefits contained in this Agreement in full satisfaction of all rights and interests relating to Employee's employment with and Employee's separation from the Library and, in consideration therefore, Employee hereby releases the Library, its current and former employees, elected officials, volunteers, agents, and representatives (collectively referred to as the "Released Parties") from all claims (other than claims for the payments provided for under this Agreement), causes of action or liabilities, suspected or unsuspected and irrespective of any present lack of knowledge of any possible claim or of any fact or circumstance pertaining thereto, which Employee may have or claim to have against any of the Released Parties arising from or during Employee's employment with the Library or as a result of Employee's separation from employment. This release specifically covers, but is not limited to, any claims of discrimination based on race, color, national origin, sex, sexual orientation, marital status, age (including claims under the Age Discrimination in Employment Act), disability, or other protected status under any federal, state, or local law, rule, or regulation; any contract or tort claims arising under federal, state, or local law; any claims for unpaid wages or benefits; any claims arising under federal, state or local law based on promises made or allegedly made by the Library to Employee; and any claims under any express or implied contract, public policy, constitutional law, statute, collective bargaining agreement, or legal restrictions on the Library's right to terminate its employees. Employee releases the Released Parties from all such claims and promises not to assert any such claims or causes of action (the only exceptions being a suit filed solely to challenge the validity of this release under the ADEA; a claim for benefits under worker's compensation; or a suit based on acts or omissions occurring after Employee signs the Supplemental Release). Employee understands that Employee's separation from employment is permanent and Employee agrees not to seek re-employment with the Library in the future. This release is intended to be all encompassing, and to fully resolve all matters and relations between the parties up to the date Employee signs this Agreement.

8. Other Claims or Lawsuits. Employee represents that as of the date Employee executes this Agreement, Employee has not filed any complaints, charges or lawsuits against any of the Released Parties with any governmental agency or any court.

9. No Admission. Nothing in this Agreement shall be construed as any indication that the Library or any of the Released Parties acted wrongfully towards Employee or any other person.

10. Library Disclosures. Employee understands and acknowledges that other employees are being offered the opportunity to participate in the Library's early retirement incentive program, and that other employees may retire as a result of the program. Employee further acknowledges receiving Attachment A to this Separation Agreement, which sets forth the following:

- a. the class or group of employees covered by the early retirement incentive

program, any eligibility factors, and any time limits set for participation;

- b. the job titles and ages of all employees eligible for the program; and
- c. the job titles and ages of all employees who are not eligible for the program.

11. Review and Revocation. Employee acknowledges that:

- a. Pursuant to applicable law, Employee has been offered the opportunity to review a copy of this Agreement for a period of forty-five (45) days (the “Review Period”);

- b. The Library advised Employee at the beginning of the Review Period to consult with an attorney concerning the terms and conditions of this Agreement, including without limitation the release set forth in this Agreement; and

- c. The terms and conditions of this Agreement have not been amended, modified, or revoked during the Review Period. The Library and Employee agree that Employee shall have seven (7) calendar days (the “Revocation Period”) following the date on which Employee signs this Agreement to revoke acceptance of this Agreement and the release set forth in this Agreement, and this Agreement shall not become effective until the Revocation Period has expired.

12. Continuing Rights. Nothing in this Agreement shall be construed to prohibit Employee from filing a charge with, reporting potential violations of law to, or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission or a comparable state or local agency, or to any other federal or state agency responsible for enforcement of the law. Notwithstanding the foregoing, Employee hereby waives and releases any and all rights to recover any form of personal relief from the Released Parties, including but not limited to monetary damages or reinstatement in connection with any charge, complaint, investigation or other proceeding conducted by a government agency, whether initiated by Employee or any other person or entity.

13. Construction of Agreement; Governing Law. Each party has had a full and complete opportunity to review this Agreement and has been given the opportunity to have counsel review it. Accordingly, the parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Agreement. Interpretation of this Agreement shall be under Washington law. If any action is necessary to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to receive reasonable attorneys' fees and costs.

14. No Representations. Employee represents that in entering into this Agreement, Employee does not rely and has not relied upon any representation or statement made by the Library or any of its employees or agents concerning this Agreement except what is stated herein.

15. Complete Agreement. This Agreement constitutes a full and final resolution of all matters in any way related to Employee's employment with and separation from the Library. This Agreement supersedes any and all other agreements between or covering the parties. The parties agree that no modification, change or amendment of this Agreement or any of its provisions shall be valid, unless in writing and signed by the party against whom such claimed modification, change or amendment is sought to be enforced.

16. Severability. If any provision of this Agreement, or portion thereof, shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall attach only to such provision or portion thereof, and shall not in any way affect or render invalid or unenforceable any other provision of this Agreement or portion thereof. Any such invalid or unenforceable provision shall be deemed, without further action on the part of the parties, modified, amended or limited to the extent necessary to render the same valid and enforceable.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

18. Voluntary Execution. Employee represents that he/she has read, considered, and fully understands this Agreement and all its terms, and executes it freely and voluntarily.

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary act on the dates set forth below.

EMPLOYEE

_____ Date: _____

Print Name: _____

TIMBERLAND REGIONAL LIBRARY

_____ Date: _____
Cheryl Heywood, Executive Director

ATTACHMENT A

LIBRARY DISCLOSURE

A. THE SCOPE OF AND TIME LIMITS PERTAINING TO THE EARLY RETIREMENT INCENTIVE PROGRAM.

- (1) The decisional unit covered by this early retirement incentive program includes all regular employees of Timberland Regional Library (“Library”).

- (2) Those employees in the above-described decisional unit who meet the following criteria are eligible for the voluntary early retirement incentive program: (1) employee is eligible for a regular or early retirement according to the Washington State Department of Retirement guidelines for PERS Plans 1, 2, or 3 on or before _____; and (2) employee has been continuously employed by the Library in a regular position for at least _____ years as of _____; and (3) employee holds a regular position as of _____ that totals at least twenty (20) hours per week; and (4) employee voluntarily resigns effective _____. Employees who voluntarily choose to participate in the program must sign the Retirement Incentive Agreement and return it to the Library between _____ and _____. This affords each eligible employee at least 45 days to consider the agreement. Once an employee signs and returns an agreement to the Library, the employee has seven days to revoke acceptance of the agreement. Additionally, employees must sign the supplemental release on or after their separation date and must not revoke acceptance of the supplemental release during the seven-day revocation period in order to receive severance pay.

B. JOB TITLES AND AGES OF INDIVIDUALS IN DECISIONAL UNIT SELECTED OR NOT SELECTED FOR THE EARLY RETIREMENT INCENTIVE PROGRAM.

All Timberland Regional Library employees are selected for participation in the early retirement incentive program as follows:

| Job Title (Position) | Age |
|-----------------------------|------------|
|-----------------------------|------------|

ATTACHMENT B SUPPLEMENTAL RELEASE

This Supplemental Release confirms the mutual agreement by and between Timberland Regional Library (“Library”) and _____ (“Employee”). This Supplemental Release is intended by the parties to supplement the Retirement Incentive Agreement (“Agreement”) signed by the parties, which is hereby incorporated by reference. In the Agreement, in return for severance pay, Employee agreed to release all claims against the Library and other Released Parties. Because the Agreement was signed prior to Employee’s Separation Date, Employee further agreed that on or after the Separation Date, Employee would execute this Supplemental Release encompassing the time period through the Separation Date.

Now, therefore, Employee agrees as follows:

1. **Release.** Employee accepts the benefits contained in the Agreement in full satisfaction of all rights and interests relating to Employee’s employment with and Employee’s separation from the Library and, in consideration therefore, Employee hereby releases the Library, its current and former employees, elected officials, volunteers, agents, and representatives (collectively referred to as the “Released Parties”) from all claims (other than claims for the payments provided for under this Agreement), causes of action or liabilities, suspected or unsuspected and irrespective of any present lack of knowledge of any possible claim or of any fact or circumstance pertaining thereto, which Employee may have or claim to have against any of the Released Parties arising from or during Employee’s employment with the Library or as a result of Employee’s separation from employment. This release specifically covers, but is not limited to, any claims of discrimination based on race, color, national origin, sex, sexual orientation, marital status, age (including claims under the Age Discrimination in Employment Act), disability, or other protected status under any federal, state, or local law, rule, or regulation; any contract or tort claims arising under federal, state, or local law; any claims for unpaid wages or benefits; any claims arising under federal, state or local law based on promises made or allegedly made by the Library to Employee; and any claims under any express or implied contract, public policy, constitutional law, statute, collective bargaining agreement, or legal restrictions on the Library’s right to terminate its employees. Employee releases the Released Parties from all such claims and promises not to assert any such claims or causes of action (the only exceptions being a suit filed solely to challenge the validity of this release under the ADEA; a claim for benefits under worker’s compensation; or a suit based on acts or omissions occurring after Employee signs this Supplemental Release). Employee understands that Employee’s separation from employment is permanent and Employee agrees not to seek re-employment with the Library in the future. **This release is intended to be all encompassing, and to fully resolve all matters and relations between the parties up to the date Employee signs this Supplemental Release.**

2. **Review and Revocation.** Employee agrees that Employee has been provided the opportunity to consider for forty-five (45) calendar days whether to enter into this Supplemental Release, and has voluntarily chosen to enter into it on this date. Employee may revoke this Supplemental Release by written notice to the Library for a period of seven (7) calendar days

following the execution of this Supplemental Release, provided that revocation of this Supplemental Release shall have no effect on the validity of the Agreement, including the Release set forth therein, which shall remain in effect and fully enforceable. This Supplemental Release will not be effective until expiration of the seven-day period without revocation by Employee.

This Supplemental Release shall only be valid if signed by Employee on or after the Separation Date.

IN WITNESS WHEREOF, the parties have executed this Supplemental Release as their free and voluntary act on the dates set forth below:

EMPLOYEE

_____ Date: _____

Print Name: _____

TIMBERLAND REGIONAL LIBRARY

_____ Date: _____

Cheryl Heywood, Executive Director