# STATE OF OKLAHOMA

# XYZ AGENCY

## Voluntary Separation Agreement

This Voluntary Separation Agreement (Agreement) is entered into between the State of Oklahoma, the XYZ Agency (Acronym) and the following employee:

 Employee Name:

Position Title:

Division:

 Employee ID:

 Date of Separation:

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### Recitals

1. Employee is an employee of the \_\_\_\_\_\_\_\_\_\_.
2. This Voluntary Separation Agreement is contingent upon the approval of the Office of Management and Enterprise Services.
3. Employee has a number of rights provided by state and federal law governing employment, as enumerated in the Notice of General Release, and the Employee electing to participate in the voluntary separation plan must waive such rights.
4. In consideration of the voluntary out benefits contained herein, Employee has agreed to voluntarily resign from \_\_\_\_\_\_\_\_\_\_ effective at the close of business on January 5, 2015 and to sign the Notice of Full and Final Release, which releases the OMES from potential liability arising under state and federal laws governing employment.

**AND NOW THEREFORE AND IN CONSIDERATION OF** the mutual obligations contained in the Agreement and Release, Employee and OMES agree as follows:

1. Employee agrees to voluntarily resign in good standing from \_\_\_\_\_\_\_\_ effective at the close of business on \_\_\_\_\_\_\_\_\_\_.
2. Employee agrees to sign the Notice of General Release.
3. Employee knows and understands that receipt of voluntary out benefits is in exchange, to the extent allowed by federal or state law, for any rights the affected employee may have had to continued employment with any state agency.
4. Employee agrees to return all \_\_\_\_\_\_\_\_ property, keys and files in his possession.
5. \_\_\_\_\_\_\_\_\_\_ agrees to pay Employee:
6. a lump-sum payment equal to employee’s current health insurance premium for the employee only for eighteen (18) months based on the cost of the premium at the time of the voluntary separation ($\_\_\_\_\_\_\_);
7. a longevity payment equal to the amount which would otherwise be paid on the employee’s next anniversary date ($\_\_\_\_\_\_\_)
8. One week of pay for each year of service ($\_\_\_\_\_\_\_\_\_\_)
9. A lump sum payment in the amount of $5,000.00
10. Payment for accrued sick leave as of the last date of employment at ½ the hourly rate

\_\_\_\_\_\_\_\_ will also pay the Employee for accrued annual leave as required by Merit Rule 260:25-15-11. Such payment is made to all employees who separate employment with the State and is not considered a voluntary separation benefit.

1. \_\_\_\_\_\_\_ may withhold taxes and other obligations, such as garnishments, from this amount only to the extent required by state or federal law.
2. This agreement is effective only if signed concurrently with the Notice of General Release, and submitted as instructed to the Office of Management and Enterprise Services, attention Human Capital Management, no later than\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Employee has four (4) business days including the date of receipt to either accept or reject this agreement. Employee has seven (7) calendar days from the signature date to revoke this agreement by delivering a written notice of revocation to the Director of the Office of Management and Enterprise Services.
3. \_\_\_\_\_\_\_\_\_\_\_ and Employee acknowledge that no representation of the tax consequences of this transaction are made or implied.
4. The Agreement and Release constitute the entire agreement between the parties, which may be modified only in writing executed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
5. The Agreement is not executed in reliance on any representation not contained in the Agreement and Notice of General Release.

### EMPLOYEE

By:

 Signature Date

XYZ AGENCY

By:

 \_\_\_\_\_\_\_\_\_\_\_, Director of \_\_\_\_\_\_\_\_\_\_\_ Date

CC:

\***Please note that this agreement would accompany a Release/Waiver that does not include a waiver of rights contained in the Age Discrimination In Employment Act, as amended.**