

SAMPLE DOCUMENT
**[THIS IS FOR INDIVIDUAL TERMINATION OF AN INDIVIDUAL 40 OR OVER
MUST BE REVISED FOR GROUP TERMINATION
INDIVIDUALS 40 OR OVER]**

[DATE]

[NAME]
[ADDRESS]

Re: Separation Agreement

Dear **[NAME]**:

This Agreement, when signed by you, will constitute our entire agreement regarding your separation from employment with **[COMPANY]** (“**[COMPANY]**” or the “Company”). Because of the subject of this letter, its tone is necessarily formal. However, on behalf of **[COMPANY]**, I want to express our best wishes for your future endeavors.

As a part of our agreement, we mutually have agreed upon your resignation from **[COMPANY]** effective **[today,] [DATE]**. Your separation will be recorded in our Company files and communicated by the directors and coaches of **[COMPANY]** to the other staff and to the community at large as a resignation. However, **[COMPANY]** will not contest any claim you may make for unemployment benefits. You acknowledge that you have received your final pay today, **[including pay for any accrued, unused personal time. ADD IF APPLICABLE.]**

Upon separation from your employment today, your existing group health insurance coverage will continue through **[DATE]**. After that time, you may choose to continue your group health coverage under a federal law called COBRA. Under COBRA, you may elect to purchase continued group health insurance coverage through the Company at the full premium rate plus an administrative fee for up to an eighteen - (18) - month period. You will receive additional information about COBRA continuation from Human Resources. **[DELETE COBRA LANGUAGE IF NOT APPLICABLE; ADD STATE EQUIVALENT IF APPLICABLE; REVIEW POLICY AND CONFIRM WITH INSURER]**

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[NAME]

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In the future, you should refer all requests for references to [NAME]. **He/she** will respond to reference requests by providing your dates of employment and the position held and will confirm that you resigned your position.

To assist with your transition, [COMPANY] is offering you certain separation benefits in exchange for your acceptance of the terms of this Agreement and your Release of Claims in favor of [COMPANY]. Subject to your execution and delivery of this Agreement and expiration of the revocation period described below, provided you do not revoke, [COMPANY] will pay you the equivalent of [NUMBER] (#) weeks of your regular base pay \$[INSERT], less applicable withholding, and an additional amount of \$[INSERT], less applicable withholding, which you may use to continue your existing health insurance under COBRA or for such other purpose as you wish (individually or collectively, the "Severance Benefits"). Payment of Severance Benefits will be made to you as soon as practicable following your execution and delivery of this Agreement to me, provided you do not revoke.

You acknowledge that [COMPANY] has no legal obligation to provide you with these additional Severance Benefits except as part of this Agreement. These Severance Benefits are unique to you and your circumstances and are in lieu of any other separation or severance benefits to which you might otherwise be entitled under any policy, plan or practice of [COMPANY].

In consideration for these Severance Benefits and to the fullest extent permitted under applicable law, you release [COMPANY], its officers, directors, employees, insurers, agents, representatives and assigns from any claims you might have, whether known or unknown to you at this time, in connection with your employment or your separation from employment. This release includes any claims you might have under applicable state, federal or local law dealing with employment, contract, wage and hour, tort, or civil rights matters including, but not limited to, applicable state civil rights or wage payment laws, Employee Retirement Income Security Act (ERISA), Title VII of the Civil Rights Act of 1964, the Post-Civil War Civil Rights Acts (42 U.S.C. §§ 1981-1988), the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Older Workers' Benefit Protection Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Equal Pay Act, the Family and Medical Leave Act, the Uniformed Services Employment and Reemployment Rights Act, the Fair Labor Standards Act, sections 503 and 504 of the Vocational Rehabilitation Act, the Rehabilitation Act of 1973, the Worker Adjustment and Retraining Notification Act, Executive Order 11246, Oregon Revised Statutes chapters 652-654 and 659, all as amended, and any regulations under such laws.

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This release, however, does not affect any rights you might have for benefits under any applicable medical insurance, disability, workers' compensation, unemployment compensation or retirement program.

You agree to hold confidential the terms of this Agreement, except to the extent that disclosure of its terms to your accountant, attorney and taxing authorities may be necessary for your financial or legal affairs or as may be required by law. **[You acknowledge that the obligations under the Confidentiality Statement you signed on [DATE] will continue following the termination of your employment and this Agreement.]**

You agree not to intentionally disparage or make false, adverse or derogatory remarks about the Company, its affiliated companies and all of each entity's officers, directors, employees, insurers, agents, representatives and assigns.

You agree to return all Company property in your possession including, but not limited to, office and building keys, card keys, Company-issued credit or calling cards, computer or computer equipment, cell phone, fax machine, e-mail and voice mail passwords, Company documents, account files, customer and product lists and information, equipment, supplies and any other property belonging to the Company.

You acknowledge that: (a) you have been advised in writing to consult with an attorney prior to executing this Agreement; (b) you have read the release and understand the effect of your release and that you are releasing legal rights; (c) you are aware of certain rights to which you may be entitled under certain statutes and laws identified in the release; (d) you have had adequate time to consider this Agreement; and (e) as consideration for executing this Agreement, you have received additional benefits and compensation of value to which you would not otherwise be entitled.

You acknowledge that this Agreement contains the entire agreement between you and [COMPANY] regarding the terms of your separation from employment. You further acknowledge that you have been given 21 days to consider this Agreement and discuss it with financial or legal counsel of your choice; and that you voluntarily sign it and agree to be bound by its terms. You understand that this Agreement must be signed within 21 days after [DATE] for you to be entitled to the Severance Benefits given under it. However, you may revoke this Agreement by sending a written statement to that effect addressed to the attention of [NAME], [COMPANY], [ADDRESS], within 7 days after you have signed it. Unless you revoke it, the Agreement will be effective on the 8th day after you have signed it and [COMPANY] will then provide you with the Severance Benefits stated in this Agreement.

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If you wish to enter into this Agreement, please sign the enclosed copy where indicated and return the signed Agreement to **[NAME]** using the enclosed, stamped, self-addressed envelope no later than **[DATE]**.

Sincerely,

[NAME]

[TITLE]

I voluntarily agree to and accept the terms of this Agreement.

[NAME]

Date Signed