



Peralta Community College District

2025 Voluntary Resignation Incentive Program (VRIP)

Application Form

SECTION I – Employee Information (to be completed by employee)

Employee ID	Employee First Name	Employee Last Name	Separation Date
Employee Email	Employee Phone Number	Employee Union/Unit	
Employee Job Title	Employee Department Name	Employee Location	
Manager or Supervisor Name			

SECTION II – Employee Certification

I acknowledge that I have reviewed and met the following criteria:

- I have received and read the entirety of the 2025 Voluntary Resignation Incentive Program (VRIP), understand all requirements regarding eligibility, and certify that I meet all requirements.
- I have read and understand the terms and conditions as set forth in the applicable memorandum of understanding.
- I have read the entirety of this application and understand all provisions hereto, including that the 2025 VRIP will require me to execute a voluntary waiver and release of claims entitled the Voluntary Resignation Agreement.
- I understand that the VRIP does not create an entitlement.
- I understand that my decision to separate from the District and the date chosen for separation are irrevocable upon signature and submission of the Voluntary Resignation Agreement.
- I certify that I have reviewed the Voluntary Resignation Agreement.
- I acknowledge that the District reserves the right to accept or deny applications in accordance with the terms and conditions set forth in the applicable memorandum of understanding.
- I understand that participation in the 2025 VRIP is entirely voluntary.
- I certify that the information contained herein is true and correct.

Employee Name (Print)	Employee Signature	Date

SECTION III – FOR DISTRICT USE ONLY

Employee Seniority Date	Employee Years of Service	
Approve/Deny		
<input type="checkbox"/> Approve <input type="checkbox"/> Deny		
Chief Human Resources Officer Name	Chief Human Resources Officer Signature	Date
Dr. Ronald McKinley		

SECTION IV – APPLICATION INSTRUCTIONS

To initiate the 2025 VRIP Application process, follow these steps:

1. Complete this application in its entirety, including the Voluntary Resignation Agreement
 - Send your signed and complete Application and Voluntary Resignation Agreement to: ksu@peralta.edu
2. Applications must be submitted no later than 5:00 p.m. on May 1, 2025.
 - Applications received after 5:00 p.m. on May 1, 2025 will not be considered.
 - Review the FAQs and other information on our webpage <https://www.peralta.edu/hr>

VOLUNTARY RESIGNATION AGREEMENT

This Voluntary Resignation Agreement ("Agreement") is entered into between _____ ("Employee") and the Peralta Community College District ("District") with respect to the following facts:

RECITALS

WHEREAS eligible active permanent employees of the District received a notice informing them of the District's offer of a Voluntary Resignation Incentive.

WHEREAS, the eligibility requirement to accept this Voluntary Resignation Incentive is set forth in a written and duly executed agreement between the District and the Employee's Union.

WHEREAS, the District offered the following Voluntary Resignation Incentive to eligible employees: The District shall provide a one-time lump sum payment of thirty-five thousand dollars (\$35,000), payable on the Employee's final pay check with an effective resignation date of no later than June 30, 2025, subject to any conditions which might cancel the District's obligation to pay the Incentive as set forth in this Agreement.

WHEREAS, Employee voluntarily desires to resign from District service to receive the Voluntary Resignation Incentive.

WHEREAS, in exchange for the considerations referenced in this Agreement, Employee desires to release and waive any and all claims, demands, complaints, actions, charges of discrimination, litigation and causes of action, requests for information, or grievances, whether now known or unknown that have arisen from Employee's employment with the District or separation from employment with the District, including but not limited to claims for discrimination, harassment or retaliation under the Fair Employment and Housing Act against the District or any of its members of the District's Board, officers, agents, deputies, representatives, servants, employees, successors, assigns, predecessors, divisions, branches, or attorneys ("the Releasees").

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. All of the recitals listed above are material provisions of this Agreement.
2. Employee, Employee's agents, assignees and successors hereby fully, irrevocably and unconditionally release and discharge the District and all Releasees from any and all claims, actions, causes of action, judgments, liens, indebtedness, damages, obligations, losses, liabilities, costs, claim for attorney's fees or costs, and all other claims and rights of action of all kinds and descriptions, which they have or may have, whether known or unknown, suspected or unsuspected, which were raised or might have been raised, or arise out of, or is related in any way to Employee's employment with the District and/or separation from employment with the District, including but not limited to, claims for discrimination, harassment or retaliation under the Fair Employment and Housing Act ("the Claims"). Notwithstanding the foregoing, nothing in this Agreement will be construed to be a waiver of Employee's right to claim workers' compensation benefits for work related injuries, if any,

incurred while employed by the District through and including Employee's last date of employment with the District. Accordingly, the aforementioned waiver of claims does not apply to pending or potential workers' compensation claims.

3. In consideration for this waiver and release of all the Claims, the District agrees to pay Employee the Voluntary Resignation Incentive under the following conditions:

- a. Employee executes this Agreement and returns it to the District no later than May 1, 2025;
- b. Employee executes the Notice of Resignation, attached as Appendix A to this Agreement, in which the employee voluntarily and irrevocably resigns from District service with an effective resignation date of no later than June 30, 2025.

4. The District will pay thirty-five thousand (\$35,000) dollars, payable on the final paycheck following the resignation date. The District may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as it is required to withhold pursuant to any applicable law, regulation or ruling. Notwithstanding any other provision of this Agreement, the District shall not be obligated to guarantee any particular tax result for Employee with respect to any payment provided to Employee hereunder, and Employee shall be responsible for any taxes imposed on Employee with respect to any such payment.

5. If applicable, the District will make available COBRA benefits for health, vision, and dental coverage, at the Employee's own cost, from the date of resignation from the District.

6. Employee freely and voluntarily agrees to separate from Employee's employment with the District by June 30, 2025. Employee represents that Employee has had adequate time to consider, freely and voluntarily, whether to separate from Employee's employment with the District. Employee freely and voluntarily agrees that Employee's signature on this document constitutes Employee's commitment to separate and shall constitute notice to the District of Employee's resignation from District employment with an effective resignation date as designated in Employee's Notice of Resignation.

7. Employee acknowledges that Employee enters into this Agreement voluntarily, and also expressly acknowledges that Employee has been informed of and is familiar with California Civil Code section 1542 which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY THEM, WOULD HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. Employee expressly waives the provisions of California Civil Code section 1542, and further waives any rights Employee might have to invoke said provisions now or in the future with respect to the releases set out in this Agreement. Employee intends to fully, finally, and forever settle all claims, and hereby agrees to accept and assume the risk that any fact with respect to any matter in this Agreement may hereafter be found to be other than or different from the facts Employee believes at the time of this Agreement to be true, and agrees that this Agreement shall be and will remain effective notwithstanding any such differences in fact.

8. Employee understands and acknowledges that nothing in this Agreement shall prohibit Employee from retiring from District employment in conjunction with Employee's resignation. Employee further understands that should Employee choose and otherwise be qualified to retire from District employment in conjunction with their resignation under this Voluntary Resignation Incentive Program,

they will be eligible for retiree healthcare benefits in which they have already vested. However, like any other District retirement, an eligible employee electing to accept the Voluntary Resignation Incentive and receive District-provided retiree healthcare benefits must follow all other requirements of any applicable collective bargaining agreement, District policy and procedures, the Public Employees' Retirement Law or State Teachers' Retirement Law and applicable regulations, in order to effectuate their retirement and receive of retiree health benefits, including but not limited to completing and filing all necessary paperwork. Failure to actually retire or Employee's decision to take additional employment elsewhere may disqualify the unit member from retiree healthcare benefits in the same manner as any other employee's resignation from the District. Employee further understands and acknowledges that if they choose to retire, it may restrict their ability to work as a retired annuitant.

9. Employee hereby represents and warrants to the District that Employee has had adequate information concerning the relevant facts to make an informed decision and has, independently, and without reliance on the District, and based upon such information that Employee has deemed appropriate, made Employee's own analysis and decisions to enter into this Agreement. Employee acknowledges that Employee has had sufficient opportunity to contact an attorney of Employee's choosing, to review this Agreement prior to executing it.

10. Employee understands and expressly agrees that this Agreement shall bind and benefit Employee's spouse, domestic partner, children, heirs, agents, attorneys, representatives, and assigns, if any.

11. Each party bears its own costs and attorneys' fees.

12. The Effective Date of this Agreement shall be the last date on which all Parties have signed this Agreement. Should the Governing Board not approve the final offer for this resignation consideration, this Agreement shall become null and void upon the date the Board rejects offering this consideration. Employees will need to resubmit resignations should they continue to wish to leave District service.

13. Employee represents that Employee has thoroughly discussed the terms of this Agreement with representative(s) of Employee own choosing, that Employee has carefully read and fully understands all of the provisions of this Agreement, and that Employee is voluntarily entering into this Agreement without coercion. Employee understands that the waiver Employee has made and the terms Employee has agreed to herein are knowing, conscious, and with the full appreciation that Employee is forever foreclosed from pursuing any of the rights so waived. No promise, inducement, or agreement not expressed herein has been made to Employee in connection with this Agreement.

14. This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Alameda, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations. No waiver by any party of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any preceding, concurrent or succeeding breach of the same or any other term or provision of this Agreement.

15. This Agreement is fully integrated and contains and constitutes the entire understanding and

agreement between the parties hereto with respect to Employee's Voluntary Resignation Incentive and the settlement of any and all claims against the District. This Agreement cancels all previous oral and written negotiations, agreements, commitments and writings in connection therewith.

16. This Agreement has been submitted to the scrutiny of, and has been negotiated by, both Parties, following an opportunity to consult with their counsel or bargaining representative of their choice. Any uncertainty or ambiguity shall not be construed for or against any party passed upon attribution of drafting to any party.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

ATTENTION: Read this Agreement carefully.

Signature [Employee]

Date

Print Name [Employee]

Date Received by District

Appendix A

NOTICE OF RESIGNATION

I, _____, voluntarily and irrevocably resign from my employment with the Peralta Community College District, effective _____, 2025, and understand and consent to separation from services as of that date.

Dated: _____

Signature

Print Name