

Employee (Non Payroll) Repayment Agreement

This Repayment Agreement ("Agreement") is made between _____
("Employee") and the City and County of San Francisco ("City").

RECITALS

- A. Employee has incurred a debt to the City and is obliged to repay it under applicable City ordinances and Memoranda of Understanding
- B. The parties to this Agreement wish to resolve this matter without recourse to litigation.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Amount of Payment. Employee will pay the City the total amount stated on the Request for Offset form.

2. Method of Payment. Employee will pay the total amount stated through deductions from Employee's wages, in accordance with a repayment option set forth. Employee will sign the Employee (Non Payroll) Repayment Agreement for withholding the stipulated amount from his/her wages.

Option 1: Repay the total amount by personal check made payable to the "City and County of San Francisco." Initials: _____ [A copy of the check must be attached.]

Option 2: Repay the total amount through a single payroll deduction effective the next pay period. Initials: _____

Option 3: Repay the total amount over _____ [NUMBER] payroll deductions. Initials: _____

Option 4: Repay the total amount through payroll deductions over one or more pay periods, with the deduction each pay period not to exceed ten percent (10%) of my gross pay that pay period. Initials: _____

If the total amount is not repaid at the time of Employee's separation from employment, the unpaid balance shall become due and payable immediately. The City reserves the right to deduct the unpaid balance from any final payments of salary, vacation, or other vested benefit (excluding retirement benefits) due to Employee under any City ordinance or Memorandum of Understanding.

3. Waiver of Litigation. The City agrees not to institute litigation against Employee for the recovery of any debt explicitly referenced in the form, provided that Employee complies with the terms of the Agreement and the chosen repayment option. Employee, for him/herself and his/her heirs, executors, administrators, assigns and successors, fully and forever releases, discharges, and covenants not to sue or otherwise institute or in any way actively participate in or voluntarily assist in the prosecution of any legal or administrative proceedings against the City with respect to any matter arising out of, connected with or related in any way to the overpayment set forth in the recitals.

4. Entire Agreement. The parties acknowledge that this Agreement constitutes the sole agreement in this matter, that it supersedes any prior oral or written agreements, and that any modifications may only be affected by a writing signed by all parties to this Agreement.

5. If any provision of this Release is found to be unenforceable, then the remaining provisions shall remain valid and enforceable.

6. Employee acknowledges that he/she has read and understands this Agreement and that he/she affixes his/her signature hereto voluntarily and without coercion.

**CCSF PAYROLL REQUEST FOR EMPLOYEE OFFSET
REPAYMENT AGREEMENT**

FOR THE EMPLOYEE:

**FOR THE CITY AND COUNTY OF
SAN FRANCISCO:**

Employee Signature

Offset Requester Signature

Print Name

Print Name

Title/Department

Date

Date

OR:

Employee unavailable

Reason: