

SEVERANCE AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Severance Agreement and General Release of Claims (hereinafter "Agreement") is made and entered into between Rancho California Water District (hereinafter "RCWD") and _____ (hereinafter "Employee"), and is made in light of the following:

RECITALS

1. Employee was employed by RCWD and separated from employment as an at-will employee effective _____.
2. The parties have now agreed to settle any and all disputes, now in existence or arising in the future, between RCWD and Employee regarding the employment and separation of Employee.
3. Employee acknowledges that RCWD denies that Employee has any claims which may be asserted against it, but that RCWD desires to avoid incurring any costs and expenses related to any possible claims, and desires to compensate Employee as the sole means of settlement by providing the severance benefits set forth herein. Therefore, Employee makes this Agreement expressly recognizing that the making of this Agreement does not in any way constitute an admission of wrongdoing or liability on the part of RCWD.

AGREEMENT

4. In consideration of this Agreement, RCWD agrees that Employee shall receive severance pay equal to six (6) months of salary, exclusive of incentive or bonus pay, benefit and other non-cash remuneration. Payment shall be made in one lump sum mailed to Employee on the Effective Date of this Agreement. This amount shall be treated as wages, with withholding made for taxes and a W-2 will be issued by RCWD. However, amounts will not be withheld for medical or other insurance, retirement or other RCWD-provided benefits, nor will these benefits be provided by RCWD after _____.
5. Employee agrees to keep the terms of this Agreement confidential and not to disclose the terms of this Agreement to any other person, entity, or organization except as necessary for the enforcement or compliance with this Agreement. The parties acknowledge that RCWD is a public entity and this Agreement and its terms are a public record within the meaning of the California Public Records Act, and therefore, RCWD will, upon request, release the Agreement and/or its terms.
6. Employee agrees that all employment reference checks initiated by Employee or at Employee's request will be directed to the Human Resources Manager, or to the successor position in Human Resources, who will state the dates of employment and the position held.
7. In consideration of the promises of RCWD contained in this Agreement, Employee agrees that by signing this Agreement Employee represents that she/he has not filed and gives up any and all rights she/he may have to file a grievance, claim or complaint of any kind against RCWD arising from her/his employment and separation, except as may be necessary to enforce the terms of this Agreement, or for workers' compensation or unemployment insurance benefits, or as otherwise required by law. Employee understands and

expressly agrees that this Agreement extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, and waives all rights under California Civil Code Section 1542, which states as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

8. Employee, on behalf of herself/himself, her/his relatives, heirs, estate, executors, administrators, successors and assigns, fully releases and discharges RCWD and RCWD's current and/or former board members, officers, employees, agents or attorneys, from all actions, causes of action, claims, judgments, obligations, damages, and liabilities of whatsoever kind and character, including, but not limited to, any actions, causes of action, claims, judgments, obligations, damages, or liabilities relating to her/his employment with and separation from RCWD, including, but not limited to, those arising out of any claims for violation of any alleged contract, express or implied; any covenant of good faith and fair dealing, whether express or implied; any tort; any administrative remedy; any federal, state, or local law, statute or regulation based on or related to the Americans with Disabilities Act (42 U.S.C. §§12101-12213), the Federal Family Medical Leave Act (29 U.S.C. 2601-2654), the California Family Rights Act (Gov. Code §§12945.1-12945.2), the Age Discrimination in Employment Act (29 U.S.C. §§621-634), Title VII, Civil Rights Act of 1964 (42 U.S.C. §§2000-2000 (e)-1-17), the California Fair Employment and Housing Act (Gov. Code §§12900-12996), the Fair Labor Standards Act of 1938 (29 U.S.C. §§201, et seq.), or the California Labor Code, except for workers' compensation or unemployment insurance benefits. Further, Employee represents and warrants that Employee has not filed any lawsuits, complaints, charges or grievances against RCWD and/or its current and/or former board members, officers, employees, agents or attorneys with any court or governmental agency arising out of Employee's employment with and separation from RCWD, except for workers' compensation or unemployment insurance benefits, or as otherwise required by law. Further, Employee agrees that under this Agreement, Employee waives any claim for damages incurred at any time after the date of this Agreement because of alleged continuing effects of any alleged unlawful acts or omissions involving the employment with and separation from RCWD, and any right to sue for injunctive relief against the alleged continuing effects of alleged acts or omissions.

9. Employee represents and acknowledges that in executing this Agreement, Employee did not rely and has not relied upon any representation or statement not set forth herein made by or on behalf of RCWD, and that this Agreement sets forth the entire agreement between the parties.

10. EMPLOYEE represents and agrees that Employee has been advised to discuss this Agreement with an attorney, and that Employee has carefully read and fully understands all of the provisions of the Agreement, that Employee is voluntarily entering into this Agreement, and that Employee has the capacity to enter into this Agreement.

11. The parties agree that should any non-material provision of this Agreement be declared illegal or invalid by decision of any court of law or administrative agency, all other provisions of this Agreement shall nevertheless remain in full force and effect.

12. This Agreement sets forth the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

13. This Agreement is made and entered into in the State of California and shall in all respects be interpreted and enforced and governed by and under the law of the State of California.

14. This Agreement may be executed in any number of counterparts. Any such counterpart when executed shall constitute an original of the Agreement and all such counterparts together shall constitute one and the same agreement.

EMPLOYEE REPRESENTS THAT SHE/HE HAS CAREFULLY READ THIS AGREEMENT AND KNOWS ITS CONTENTS AND FULLY UNDERSTANDS IT; THAT SHE/HE HAS HAD THE OPPORTUNITY TO HAVE IT FULLY EXPLAINED TO HER/HIM BY AN ATTORNEY OF HER/HIS CHOICE AND HAS EITHER DISCUSSED THIS AGREEMENT WITH AN ATTORNEY OR HAS VOLUNTARILY CHOSEN TO SIGN IT WITHOUT CONSULTING AN ATTORNEY; THAT SHE/HE FULLY UNDERSTANDS ITS FINAL AND BINDING EFFECT; THAT THE ONLY PROMISES MADE TO HER/HIM TO SIGN THIS AGREEMENT ARE THOSE STATED ABOVE; AND THAT SHE/HE IS SIGNING IT VOLUNTARILY.

[ONLY FOR EMPLOYEES OVER 40]

EMPLOYEE HAS BEEN GIVEN AT LEAST TWENTY-ONE (21) DAYS TO CONSIDER THIS AGREEMENT AND UNDERSTANDS THAT AFTER IT IS SIGNED, SHE/HE MAY REVOKE THIS AGREEMENT BY DELIVERING A WRITTEN NOTICE OF REVOCATION TO RCWD'S GENERAL MANAGER, NO LATER THAN SEVEN (7) DAYS AFTER SHE/HE EXECUTES THIS AGREEMENT, AND THAT THIS AGREEMENT DOES NOT BECOME EFFECTIVE OR UNENFORCEABLE UNTIL AFTER THE SEVEN (7) DAY PERIOD HAS EXPIRED. THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE SEVEN (7) DAYS AFTER THE DATE IT IS SIGNED BY EMPLOYEE.

Dated: _____

Employee

Dated: _____

_____, General Manager
Rancho California Water District