

CONFIDENTIAL

SEPARATION AGREEMENT & GENERAL RELEASE

, 2010

This letter proposes the following Separation Agreement and General Release ("Agreement") between you and Central Basin Municipal Water District ("the District") regarding the terms of your separation from the District.

I. Background

A. You have been employed by the District since

You and the District have agreed to terminate your employment relationship on an amicable basis.

B. The last day that you will perform any work for the District will be _____ ("Employment Termination Date"). Provided you enter into the Separation Agreement and General Release, the District will pay you the following "Severance Payment:"

1. An amount equivalent to 37 days of your salary at your current bi-weekly salary rate, which amounts to \$18,286.88;
2. An amount equivalent to the vacation and sick leave you would have earned through January 31, 2011, which amounts to \$1,653.80 (composed of \$969.47 for vacation and \$684.33 for sick);
3. The amount of \$1,514.77, which is the amount of the premium paid by the District for your medical, vision and dental insurance for one month; and
4. The amount that the District would have paid to CalPERS for you through January 31, 2011, which amounts to \$4,312.68.

These amounts will be less applicable taxes and legally mandated withholdings and will be paid to you once you execute this Agreement.

If you do not enter into the Agreement, you will not be entitled to Severance Pay described above. Should you not enter into this agreement, the District will pay you the compensation that you have earned through _____ plus any accrued vacation benefits, via manual check on the Employment Termination Date. Also regardless of whether you sign this Agreement, you will be offered the benefits to which you are entitled under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").

II. Terms of Agreement

In order to effect the termination of your employment and to provide you with certain benefits that you would not otherwise be entitled to, you and the District agree as follows:

1. This Agreement shall not be in any way construed as an admission by the District that it has acted wrongfully with respect to you or any other person, or that you have any rights whatsoever against the District.
2. In exchange for the promises contained in this Agreement and release of claims as set forth below, the District will pay you the Severance Payment. You acknowledge that you would not be entitled to the Severance Payment but for the execution of this Agreement.
3. In consideration for the promises contained in this Agreement, you agree:
 - a. On behalf of yourself and anyone claiming through you, irrevocably and unconditionally to release, acquit and forever discharge the District and/or its subsidiaries, divisions, predecessors, successors and assigns, as well as each's past and present officers, directors, employees, trustees, joint venturers, partners, and anyone claiming through them (hereinafter "Releasees" collectively), in each's individual and/or corporate capacities, from any and all claims, liabilities, promises, actions, damages and the like, known or unknown, which you ever had against any of the Releasees arising out of or relating to your employment with the District and/or the termination of your employment with the District. Said claims include, but are not limited to: (1) employment discrimination (including claims of discrimination and/or harassment based on race, color, religion, sex and national origin and retaliation) under Title VII (42 U.S.C.A. 2000e etc.) (2) 42 U.S.C.A. section 1981 and section 1983 (discrimination); (3) The 29 U.S.C Sec. 206(d)(1) (equal pay),(4) the Employment Retirement Income Security Act of 1974, 29 U.S.C. Sec. 1001 et seq, (5) Executive Order 11246 (race, color, religion, sex and national origin discrimination), (6) the Americans with Disabilities Act (disability discrimination), (7) California Government Code § 12965 et seq (the California Fair Employment and Housing Act), (8) 5 U.S.C. § 2302 (retaliation for whistleblowing); (9) California Government Code § 13653 (retaliation); (10) the California Constitution, (11) the California Labor Code, (12) any other relevant federal or state statutes or regulations or municipal ordinances; (13) disputed wages; (14) wrongful discharge and/or breach of any alleged employment contract; and (15) claims based on any tort, such as invasion of privacy, defamation, fraud and infliction of emotional distress.
 - b. That you shall not bring any administrative or legal action against any of the Releasees for any claim waived and released under this Agreement and that you represent and warrant that no such claim has been filed to date. You further agree that should you bring any type of administrative or legal action arising out of claims waived under this Agreement, you will bear all legal fees and costs, including those of the Releasees.
 - c. You additionally waive and release any right you may have to recover in any lawsuit or proceeding brought by you, any administrative agency, or any other person on your behalf or which includes you in any class based on any claims which you have released in this agreement. This paragraph is not intended to limit you from instituting legal action for the purpose of enforcing this Agreement, nor does this provision affect your rights or claims which are based on events occurring after your Employment Termination Date.

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- d. You agree to facilitate and ensure smooth transition of your duties and responsibilities, and all active projects.
- 4. You agree that you will not, directly or indirectly, disclose the fact of and/or the terms of this Agreement, including the severance benefits, to anyone other than your attorney or spouse, except to the extent such disclosure may be required for accounting or tax reporting purposes or as otherwise required by law.
- 5. You acknowledge that you have been informed of Section 1542 of the California Civil Code which reads as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

In signing this Agreement, you waive any right or benefit which you have or may have under this Section 1542 to the fullest extent that you may lawfully waive such claims and benefits pertaining to the subject matter of this general release.

- 6. This agreement shall be binding on the parties and upon their heirs, administrators, representatives, executors, successors and assigns and shall inure to their benefit and to that of their heirs, administrators, representatives, executors, successors and assigns.
- 7. On Employment Termination Date, you will return all of the District's property in your possession to the District in acceptable form, including, but not limited to, any files (whether electronic or written), and all of the tangible and intangible property belonging to the District and relating to your employment with the District. You further represent and warrant that you will not retain any copies, electronic or otherwise, of such property.
- 8. You will cooperate fully with the District in its defense of or other participation in any administrative, judicial or other proceeding arising from any charge, complaint or other action that has been or may be filed.
- 9. You agree that you will not make any comments either verbally or in writing to anyone that in any way disparages, defames or otherwise causes harm or potential harm to the reputation of the District. Art Aguilar agrees that he will not make any comments either verbally or in writing to any person or entity outside of the District that in any way disparages, defames or otherwise causes harm or potential harm to your reputation. Furthermore, if contacted by any prospective employer regarding your employment, the District will only disclose or confirm your position held and dates of employment. Upon written authorization by you, the District will also disclose your final rates of pay. For purposes of this provision, the term "disparage" means to publicly communicate a claim of a lack of integrity, the commission of unlawful acts, or any other statement or writing which would tend to discredit either you or the District, which includes the employees, officers, the managing agents, directors, products or services of the District. "Publicly" shall not mean communication to a legal advisor.
- 10. You agree that you will not at any future time seek employment or reemployment or an independent contractor relationship with the District and further agree that the District will have no legal obligation to employ you in the future and shall not be liable for any damages now or in the future because it has refused to employ you for any reason whatsoever.
- 12. The District agrees that should you apply for unemployment benefits, the District will not oppose receipt of those benefits, however, the District will answer any questions posed to it by the EDD accurately.

13. You agree that you have not made any assignment of any claims released and discharged by this Agreement, and that you will not make any assignment of any such claims in the future.
13. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.
14. This Agreement sets forth the entire agreement between you and the District and supersedes any and all prior oral or written agreements or understandings between you and the District concerning the subject matter of this Agreement. This Agreement may not be altered, amended or modified, except by a further written document signed by you and the District.

If you are willing to enter into this Agreement, please signify your acceptance in the space indicated below.

This Agreement shall be governed by the substantive laws of the State of California, without regard to its principles of conflict of laws. If any of the provisions of this Agreement are determined to be invalid or unenforceable by a court or administrative agency of competent jurisdiction, the parties agree that such determination shall not affect the enforceability of the other provisions contained herein.

THIS IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING IT YOU GIVE UP THE RIGHT TO SUE THE OTHER PARTY ON THOSE MATTERS HEREIN DEFINED. YOU SHOULD THOROUGHLY REVIEW AND UNDERSTAND THE EFFECT OF THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE BEFORE ACTING ON IT. YOU MAY SEEK LEGAL COUNSEL AT YOUR OWN OPTION AND AT YOUR OWN COST. IF YOU DO NOT UNDERSTAND IT, DO NOT SIGN IT.

THE CENTRAL BASIN MUNICIPAL WATER DISTRICT

By: 

Signature and name redacted



WARRANT OF THE CENTRAL BASIN
 MUNICIPAL WATER DISTRICT
 6252 TELEGRAPH ROAD
 COMMERCE, CA 90040



PAYROLL CHECK
 VOID AFTER 180 DAYS

CITY NATIONAL BANK
 11 GOLDEN SHORE
 LONG BEACH, CALIFORNIA 90802
 (562) 624-8600



****NON-NEGOTIABLE****

EARNINGS	DESCRIPTION	HOURS	RATE	CURRENT (\$)	YTD HOURS	YTD (\$)
	REGULAR				1726.00	102909.10
	HOLIDAY				8.00	465.38
	PERSONAL HOLIDAY				19.00	1105.28
	RETROACTIVE ADJ					201.92
	SICK/EMERGENCY				110.71	6839.35
	SICK/					1
	VACA'					0
	VACA'					1
	GTL					99.60
	DISTRICT HOLIDAY				80.00	4739.21
	OTHER	296.00	61.7788	18286.52	656.00	46354.33
	VOTING				2.00	123.56
	GROSS	296.00		18286.52	2964.01	184482.35

Severance Pay

DEDUCTIONS	DESCRIPTION	CURRENT (\$)	YTD (\$)
	GTL		99.60
	TOTAL	0.00	99.60

WITHHOLDINGS	DESCRIPTION	CURRENT (\$)	YTD (\$)
	FEDERAL WH	3533.85	28708.21
	OASDI		6621.60
	MEDICARE	265.15	2674.99
	STATE WH CA	1396.27	11498.61
	TOTAL	5195.27	49503.41

