

**SANITARY DISTRICT NO. 5 OF MARIN COUNTY
2001 Paradise Drive
Tiburon, California 94920**

AGENDA

**Personnel Program Committee Special Meeting
Tuesday, October 5, 2021, 3:15 p.m.**

CORONA VIRUS (COVID-19) ADVISORY NOTICE

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Meeting will not be physically open to the public and all Board Members and Staff will be teleconferencing into the meeting.

How to Submit Public Comments:

Comments submitted prior to the commencement of the meeting will be presented to the Board and included in the public record for the meeting.

Public Comments are to be submitted via email to rdohrmann@sani5.org.

In addition, members of the public who are calling in, will have the opportunity to provide public comments by following the steps below:

How to Participate in the Meeting:

Join Zoom Meeting by clicking on the following link:

<https://us02web.zoom.us/j/6230620778>

Meeting ID: 623 062 0778

or join by phone:

Call in number: (669) 900-9128 Participant Code: 623 062 0778

I. Roll Call

II. Public Comments

III. New Business

1. Review and Discuss Sanitary District No. 5 of Marin County Early Exit Plan for FY21-22

IV. Adjournment

This Committee may be attended by Board Members who do not serve on this committee. In the event that a quorum of the entire Board is present, this Committee shall act as a Committee of the Whole. In either case, any item acted upon by the Committee or the Committee of the Whole will require consideration and action by the full Board of Directors as a prerequisite to its legal enactment. **Accessible public meetings:** Any member of the public who needs accommodations should email the Office Manager, at rdohrmann@sani5.org, who will use her best efforts to provide as much accessibility as possible while also maintaining public safety.

**VOLUNTARY EARLY EXIT/ SEPARATION AGREEMENT AND GENERAL
RELEASE**

This Voluntary Early Exit/ Separation Agreement and General Release (“Agreement”) is entered into between _____, an individual, (“Employee”) and the Marin Sanitary District No. 5, a public entity, (“DISTRICT”). Employee and DISTRICT are collectively referred to as the “PARTIES.”

RECITALS

A. WHEREAS, a variety of factors have created the need for the DISTRICT to evaluate staffing numbers including, but not limited to: a lack of funds; the lack of work; the interests of economy and efficiency; reorganization for financial reasons; and a loss of revenue due to Covid 19;

B WHEREAS, the Board of Directors met on _____, 2021, and approved a Voluntary Early Incentive Program (“PROGRAM”) in order to minimize or avoid the need for layoffs;

C. WHEREAS, the Program provides a cash-based incentive to eligible Employees who wish to voluntarily resign from DISTRICT employment on or before _____, 2021.

D WHEREAS, the DISTRICT sent all full-time Employees a memorandum from the DISTRICT Manager, dated _____, which notified them of the Board of Director’s action to approve the Program which offers all full-time Employees who are employed in the following classifications: Operations, Maintenance a lump sum payment of \$50,000 in exchange for resignation by no later than _____, 2021.

E. Employees interested in participating in the Program were invited to notify the DISTRICT’s Human Resources Department by no later than _____, 2021.

F. WHEREAS, Employee voluntarily desires to resign in order to receive that incentive and the parties wish to resolve any and all bona fide disputes between them;

G. WHEREAS, Employee has been continuously employed with the DISTRICT since July 1, 2016, and possesses 5 years of full-time employment with the DISTRICT (DISTRICT Employee or Employment).

H. On or around [REDACTED], 2021, Employee timely notified the DISTRICT of Employee's interest in the Program.

I. The DISTRICT has determined that Employee is eligible for the Program.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this AGREEMENT, the PARTIES agree as follows:

TERMS AND SETTLEMENT

1. CONSIDERATION

In consideration for the mutual promises contained in this AGREEMENT, the PARTIES agree as follows:

1.1 Payment. In exchange for the promises and releases set forth herein, the DISTRICT shall provide Employee with a lump sum payment of **fifty thousand dollars and no cents (\$50,000.00)**. DISTRICT Employment ("INCENTIVE PAYMENT"). The PARTIES agree that the INCENTIVE PAYMENT shall be subject to all state and federal withholding requirements. The shall be remitted to EMPLOYEE **by check or by direct deposit within fifteen (15) business days** following the EMPLOYEE's SEPARATION DATE set forth in Paragraph 1.2.

1.2 Voluntary Resignation. EMPLOYEE agrees that EMPLOYEE's signature on this AGREEMENT shall be deemed a voluntary and irrevocable resignation of EMPLOYEE's employment with the DISTRICT, effective at 12:01 a.m. on the EFFECTIVE DATE set forth in Paragraph 2.4.g ("RESIGNATION"). EMPLOYEE and DISTRICT mutually agree that EMPLOYEE's last day of employment pursuant to this RESIGNATION shall be [REDACTED], 2021, and that EMPLOYEE shall be effectively separated from DISTRICT EMPLOYMENT on [REDACTED], 2021 ("SEPARATION DATE"). EMPLOYEE further understands and agrees that the RESIGNATION shall be accepted by the DISTRICT and be binding and irrevocable as of the EFFECTIVE DATE, and that the DISTRICT is acting in reliance upon the RESIGNATION, and that the DISTRICT shall be under no obligation or duty to consider, accept, or in any way allow any attempt by EMPLOYEE to rescind the RESIGNATION.

1.3 Return of Property. No later than close of business on the SEPARATION DATE, EMPLOYEE shall return all of the DISTRICT'S property in EMPLOYEE'S possession including but not limited to keys, office equipment, identification cards, documents, materials, and all other DISTRICT property in whatever form.

1.4 Unemployment Insurance. EMPLOYEE agrees and understands that the RESIGNATION made pursuant to this AGREEMENT is entirely voluntary and thereby renders EMPLOYEE ineligible for Unemployment Insurance benefits. Nothing in this AGREEMENT shall be construed to prohibit the DISTRICT from responding to any request for factual information it receives from the Employment Development Department in the processing or review of any application for Unemployment Insurance.

1.5 Final Settlement Pay. EMPLOYEE agrees and understands that the INCENTIVE PAYMENT shall be considered “final settlement pay” as that term is defined in Government Code section 20636, and shall be excluded from the DISTRICT’s payroll reporting to CalPERS as either payrate or compensation earnable for the EMPLOYEE.

1.6 Full Consideration. EMPLOYEE acknowledges and agrees that the DISTRICT would not provide the INCENTIVE PAYMENT pursuant to the terms of this AGREEMENT but for the execution of this AGREEMENT and the fulfillment of the promises contained herein. EMPLOYEE acknowledges and agrees that INCENTIVE PAYMENT is voluntarily provided by the DISTRICT in exchange for the promises and releases set forth herein, and is not being provided pursuant to any legal, contractual (other than this AGREEMENT), or other obligation of the DISTRICT. EMPLOYEE acknowledges and agrees that the INCENTIVE PAYMENT shall constitute the entire amount of monetary consideration provided to EMPLOYEE under this AGREEMENT. EMPLOYEE further understands and agrees that EMPLOYEE has received all unpaid wages due to EMPLOYEE in the ordinary course of his employment.

1.7 CalPERS Service Retirement. [*IF APPLICABLE] The DISTRICT understands that EMPLOYEE may be eligible to pursue service retirement through the California Public Employee’s Retirement System (“CalPERS”). Should EMPLOYEE elect to retire, the DISTRICT agrees to fully cooperate with CalPERS in processing EMPLOYEE’S voluntary service retirement. EMPLOYEE acknowledges that the DISTRICT cannot direct CalPERS and has no control over the decisions of CalPERS with regard to EMPLOYEE’S retirement or any component of EMPLOYEE’S retirement. Consequently, the DISTRICT makes no representations or guarantees about any aspects of EMPLOYEE’S potential retirement. Additionally, EMPLOYEE understands that it is EMPLOYEE’S sole responsibility to pursue a retirement through CalPERS. If EMPLOYEE elects not to file for retirement with CalPERS, such election will have no impact on the RESIGNATION or the other terms of this AGREEMENT.

2. WAIVER AND RELEASE OF CLAIMS

2.1 General Release: EMPLOYEE agrees that this release of claims includes all claims or disputes of every kind or nature arising from or related to EMPLOYEE’S EMPLOYMENT with the DISTRICT and the termination of EMPLOYEE’s employment with the DISTRICT that may exist as of the EFFECTIVE DATE set forth in Paragraph 2.4.g, including but not limited to, common law, statutory or tort claims for breach of implied or express contract or covenant, promissory estoppel, personal injury, negligence, wrongful termination, violation of public policy, defamation, invasion of privacy, fraud, misrepresentation, emotional distress, attorney’s fees, failure to accommodate, failure to engage in the interactive process, failure to provide insurance or leave benefits; claims related to or arising from any pension or retirement benefits; claims of harassment, retaliation or discrimination based on any legally protected status or criteria; claims under California Labor and Government Codes; claims based upon the California Constitution; claims based on any federal, state or other governmental statute, regulation or ordinance, including, without limitation: the California Family Rights Act, the Family and Medical Leave Act, the California Fair Employment & Housing Act, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Labor Relations Management Act, the Meyers-Milias-Brown Act, the Employee Retirement Income

Security Act, and any and all other potential claims arising from the EMPLOYEE'S EMPLOYMENT with the DISTRICT which may lawfully be waived pursuant to this AGREEMENT ("RELEASED CLAIMS").

2.2 Effect. EMPLOYEE expressly acknowledges and agrees that the RELEASED CLAIMS against the DISTRICT, each of its departments, as well as each of its past, present or future officers, directors, Employees, officials, agents, representatives, attorneys, assignees, successors, benefit plans, trusts, and fiduciaries are forever barred by this AGREEMENT.

2.3 Release of Unknown Claims. EMPLOYEE agrees and intends that the foregoing release shall be construed broadly and apply to all claims, charges, actions, suits, demands, obligations, damages, injuries, liabilities, losses, and causes of action of every character, nature, kind or description, known or unknown, and suspected or unsuspected that EMPLOYEE may have against the DISTRICT, its officers, agents, Employees, former Employees, or representatives that may exist as of the EFFECTIVE DATE set forth in Paragraph 2.4.g.

EMPLOYEE expressly acknowledges that EMPLOYEE is aware of the existence of California Civil Code § 1542 and its meaning and effect. EMPLOYEE expressly acknowledges that EMPLOYEE has read and understands the following provision of that section which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

EMPLOYEE expressly waives and releases any right to benefits that EMPLOYEE may have under California Civil Code § 1542 to the fullest extent EMPLOYEE may do so lawfully. EMPLOYEE further acknowledges that EMPLOYEE may later discover facts different from or in addition to those facts now known to EMPLOYEE or believed by EMPLOYEE to be true with respect to any or all of the matters covered by this AGREEMENT, and that this AGREEMENT nevertheless shall remain in full and complete force and effect.

2.4 Waiver Of Rights Or Claims Arising Under The Age Discrimination In Employment Act ("ADEA") and the Older Workers Benefit Protection Act ("OWBPA").

The Age Discrimination in Employment Act of 1967 ("ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act ("OWBPA", 29 U.S.C. §§ 626, *et. seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this AGREEMENT, EMPLOYEE acknowledges that EMPLOYEE is knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waiving and releasing any rights

EMPLOYEE may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that EMPLOYEE has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) The waivers and releases in this AGREEMENT are written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of and has been advised of EMPLOYEE's rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims EMPLOYEE currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- (c) This AGREEMENT was presented to EMPLOYEE on [REDACTED], 2021. EMPLOYEE has until [REDACTED] [*at least 45 days out], 2021 to review and consider the AGREEMENT ("REVIEW PERIOD"). EMPLOYEE is entitled to this REVIEW PERIOD as reasonable time of at least forty-five (45) days within which to review and consider this AGREEMENT, and the waiver and release of any rights EMPLOYEE may have under the ADEA, the OWBPA, or similar age discrimination laws, but EMPLOYEE may, in the exercise of EMPLOYEE'S own discretion, sign or reject this AGREEMENT at any time before the expiration of the REVIEW PERIOD;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that EMPLOYEE should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE understands EMPLOYEE has the right to discuss this waiver and release with legal counsel of choice and EMPLOYEE does not need any additional time within which to review and consider this AGREEMENT or engage in further discussions with said legal counsel;
- (g) REVOCATION PERIOD EMPLOYEE has seven (7) days following the parties' full and complete execution of this AGREEMENT to revoke the AGREEMENT (the date of expiration of this seven-day period shall be referred to as the "EFFECTIVE DATE"). The revocation must be in writing and received by the DISTRICT'S Human Resources Manager [*applicable contact information; could also be General Manager This could be by email] within the revocation period; and
- (h) EFFECTIVE DATE This AGREEMENT shall not be effective until the EFFECTIVE DATE, provided the EMPLOYEE has not revoked acceptance of the AGREEMENT before that date ("EFFECTIVE DATE").

2.5 Withdrawal and Modification

- (a) If EMPLOYEE does not provide the DISTRICT with a properly executed copy of this AGREEMENT by [REDACTED] [*insert end date of 45-day Review Period], the offer and terms and conditions contained in this AGREEMENT will be withdrawn.

(b) The REVIEW PERIOD in paragraph 2.4.c does not preclude EMPLOYEE from executing this AGREEMENT before [redacted] [*insert end date of 45-day Review Period]. If the EMPLOYEE executes this AGREEMENT prior to the expiration of the REVIEW PERIOD, such execution is knowing and voluntary. The DISTRICT will not provide more favorable terms nor will the DISTRICT incentivize the EMPLOYEE to execute this AGREEMENT prior to the REVIEW PERIOD's expiration.

(c) The PARTIES agree that modifications to this AGREEMENT after [redacted] [*insert date agreement is presented to Employee], whether material or immaterial, will not restart the REVIEW PERIOD.

2.6 Waiver of Additional Claims. EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 2.1 through 2.4, above.

2.7 No Actions. EMPLOYEE affirms that EMPLOYEE currently has no action, charge, or administrative claim pending before any court of law, governmental body, or administrative agency, either on the federal or state level. To the extent EMPLOYEE has filed any grievance, action, claim, or dispute related to his employment with EMPLOYER prior to the execution of this AGREEMENT, EMPLOYEE agrees to withdraw such action with prejudice. EMPLOYEE further agrees that EMPLOYEE will not at any time in the future pursue any employment personnel appeal or internal grievance or file any claim for individual relief with any governmental agency or any court arising out of or in any way related to EMPLOYEE'S employment. Nothing in this Agreement shall limit EMPLOYEE'S right to file a charge or complaint with any state or federal agency or to participate or cooperate in such a matter. However, by executing this AGREEMENT, EMPLOYEE hereby agrees to, and does, waive EMPLOYEE'S right to recover monetary damages in any charge or lawsuit filed by EMPLOYEE or anyone else on EMPLOYEE'S behalf.

3. INFORMED CONSENT

EMPLOYEE expressly acknowledges and represents that EMPLOYEE has read this AGREEMENT and fully understands the meaning and effect of each and every provision of this AGREEMENT, in particular the meaning and effect of the release of all claims and waiver of rights under California Civil Code section 1542, as set forth in Paragraph 2.3.

4. REPRESENTATIONS AND WARRANTIES

Each of the PARTIES to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

4.1 Advice of Counsel: Each party is aware of its right to receive, or has received, independent legal advice from its attorney(s) with respect to the advisability of making the settlement provided for herein, with respect to the advisability of executing this AGREEMENT, and with respect to the meaning of California Civil Code § 1542.

4.2 Voluntary Agreement: The PARTIES certify, warrant and represent that they were not, as of the date of this AGREEMENT, or as a consequence of this

AGREEMENT, under any physical duress, or other threat of harm or injury, and that they have entered into this AGREEMENT freely and voluntarily.

4.3 Joint Negotiation: The PARTIES acknowledge that this AGREEMENT was jointly negotiated and reviewed and approved by each of them. The AGREEMENT shall not be construed by any court of law or equity against any party solely by virtue of any party having drafted this AGREEMENT.

4.4 No Fraud in Inducement: No party (nor any officer, agent, Employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission, or promise of any other party (or of any officer, agent, Employee, representative, or attorney of or for any party) in executing this AGREEMENT, except as expressly stated in this AGREEMENT.

4.5 Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

4.6. Comprehension and Authority: Each party or responsible officer thereof has read this AGREEMENT and understands the contents hereof. Any Employee or representative of the DISTRICT executing this AGREEMENT on behalf of the DISTRICT is empowered to do so and hereby bind the DISTRICT.

4.7 Mistake Waived: In entering into this AGREEMENT and the settlement provided for herein, each party assumes the risk of any misrepresentation, concealment, or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be and is final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

4.8 Later Discovery: Each party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of the PARTIES to fully, finally, and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or have previously existed between EMPLOYEE and the DISTRICT as of the EFFECTIVE DATE set forth in Paragraph 2.4.g. In furtherance of such intention, the releases given by EMPLOYEE here shall be and remain in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

4.9 No Compensation or Benefits Due: EMPLOYEE expressly acknowledges and represents that the DISTRICT owes EMPLOYEE no wages, bonuses, accrued leave, severance pay, retirement or pension benefits or enhancements, or any other

compensation, benefits, payments, or form of remuneration of any kind or nature, other than that paid to EMPLOYEE upon termination and specifically provided for in this AGREEMENT.

4.10 Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not assigned, transferred, released, or granted to any person and/or entity any of the RELEASED CLAIMS. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the RELEASED CLAIMS will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

4.11 Future Cooperation: The PARTIES will execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this AGREEMENT.

5. MISCELLANEOUS

5.1 No Admission: Nothing contained herein shall be construed as an admission by the parties of any liability of any kind. Each of the parties hereto denies any liability in connection with any claim and intends hereby solely to avoid litigation and buy its peace.

5.2 Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the PARTIES shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

5.3 Full Integration: This AGREEMENT is the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the PARTIES.

5.4 Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties, their respective agents, Employees, representatives, officers, attorneys, insurers, assigns, heirs, and successors in interest.

5.5 Amendments: The provisions of this AGREEMENT may not be altered, amended or repealed, in whole or in part, except by the written consent of each of the PARTIES.

5.6 Severability: If any term of this AGREEMENT is declared invalid for any reason, that determination shall not affect the validity of the remainder of the AGREEMENT. The remaining parts of this AGREEMENT shall remain in effect as if the AGREEMENT had been executed without the invalid term.

5.7 Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all PARTIES as of the EFFECTIVE DATE set forth in Paragraph 2.4.g.

5.8 Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to any party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three consecutive calendar days following certified or registered deposit of the same in the United States mail.

As to EMPLOYEE: [REDACTED]
[Address currently on file with Human Resources]

As to DISTRICT: Sanitary District No.5 of Marin County
District Manager's Office
2001 Paradise Drive
Tiburon, CA 94920

Mailing Address
P.O. Box 227
Tiburon, CA 94920

5.9 Attorney's Fees and Costs: Except as otherwise stated herein, the PARTIES shall each bear their own attorney's fees and costs that may exist as of the EFFECTIVE DATE set forth in Paragraph 2.4.g.

THE SIGNATORIES ACKNOWLEDGE HAVING READ THIS SEPARATION AGREEMENT AND GENERAL RELEASE, INCLUDING A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT AND ARE SIGNING IT VOLUNTARILY.

Executed by the PARTIES on the dates indicated below.

EMPLOYEE:

Employee: [REDACTED] Date

MARIN SANITARY DISTRICT No. 5:

Tony Rubio, General Manager Date

APPENDIX “A”

Disclosures for the Voluntary Early Separation Incentive Program (“Program”)

EXEMPLAR OF APPENDIX BWS USED WITH A SAMPLE TABLE FROM THE EEOC

APPENDIX “A”

Disclosures for the Voluntary Early Separation Incentive Program (“Program”)

- I. Scope: The Program was announced and offered to all District employees on January 25, 2021.
- II. Eligibility Factors: All current and regular full-time employees who will have been employed by the District for at least Five (5) full years as of June 30, 2021 are eligible to participate in the Program, with the exclusion of those who are employed on a limited-term basis, or who are employed pursuant to a written employment agreement with the District (e.g., General Manager).
- III. Time Limits: Employees interested in participating in the Program are required to notify the District’s Human Resources Department by no later than _____, 2021. Participating employees must agree to voluntarily resign and separate from District employment effective December 31, 2021. The District may consider and allow for an earlier separation date if requested by the employee.
- IV. Job Titles and Ages of All District Employees who are Eligible, and Not Eligible, for the Program:
- V.

[*TABLE TO BE ADDED IN THE FOLLOWING SAMPLE FORMAT:]

| Job Title | Age | Eligible | Not Eligible |
|--|------------|-----------------|---------------------|
| WWTP Maintenance & Collections System – Technician | 56 | | X |
| WWTP Maintenance & Collections System – Business Administration Technician | 38 | | X |
| WWTP Maintenance & Collections System – Technician: Construction Inspector | 47 | X | |
| Sr. WWTP Maintenance & Collections System – Technician | 56 | X | |
| WWTP Maintenance & Collections System – Superintendent | 41 | X | |
| WWTP Operator | V | | X |
| WWTP Operator – Pollution Prevention Coordinator | 41 | | X |
| Sr. WWTP Operator – Safety Coordinator | 56 | X | |
| Sr. WWTP Operator – Lab Director | | | |
| WWTP Operations – Superintendent | 38 | X | |
| Office Manager | 48 | X | |