

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is entered into by and between Mark Coscarella, Ed.D. ("Employee"), and the Board of Education ("Board") for Lansing School District ("District").

WITNESSETH:

WHEREAS, Employee is employed by the District under an administrator contract executed pursuant to Revised School Code Section 1229(2) ("Employment Contract"); and

WHEREAS, Employee and the District have agreed that it is in their mutual and respective best interests to formulate, agree upon, and implement acceptable and amicable arrangements for the separation of Employee; and

WHEREAS, Employee and the District desire to resolve any controversies or concerns relating to Employee's employment with the District, and his separation from that employment, without resorting to litigation or other adversary proceedings, which would likely be expensive and potentially detrimental to the effective operations of the District, regardless of the outcome thereof; and

WHEREAS, Employee and the District have agreed to adjust, compromise, and settle permanently and completely all controversies, claims, disputes, and differences existing between them arising out of and from Employee's employment with the District and his separation from that employment.

NOW, THEREFORE, Employee and the District agree as follows:

1. Employee shall sign and submit a voluntary resignation of his employment with the District effective immediately upon approval and acceptance by the Board (attached and incorporated herein as Attachment A), along with a signed copy of this Agreement no later than April 3, 2020. Said resignation and this Agreement will be considered simultaneously by the Board for approval and acceptance at a meeting scheduled to be held promptly upon expiration of the revocation period in Para. No. 12 of this Agreement. It is expressly understood and agreed that this Agreement and Employee's voluntary resignation shall constitute a permanent relinquishment of Employee's employment with District in any and all capacities, and that Employee's resignation shall be final and irrevocable upon acceptance by Board.

2. Employee agrees that he will withdraw any pending application for employment with the District, will make no future application for employment with the District, and will not

accept assignment at the District if subsequently employed by a contracted services provider acting under contract with the District.

3. In consideration of and in exchange for Employee's resignation from employment with the District, and for the releases given by the Employee in this Agreement, the District agrees:

- A. To remove from the agenda of the applicable upcoming Board meeting any consideration under Revised School Code Section 1229 of the nonrenewal of Employee's administrator contract and employment as an administrator with the District;
- B. To release Employee from any and all claims, claims of appeal, complaints, charges, demands, and/or other causes of action (pending or contemplated) of any kind which the District and the Board, including individual Board members, administrators, employees and/or agents, currently has or may claim to have against Employee;
- C. To pay Employee a lump sum payment in an amount equal to the difference between the compensation paid by the District under Employment Contract Para. No. 2 (Salary- excluding car and mileage allowance from March 30, 2020 – June 30, 2020) through the effective date of resignation and the compensation that Employee would have received under that same Paragraph had his Employment Contract terminated effective June 30, 2020, subject to applicable withholdings;
- D. To maintain Employee's dental and vision insurance coverage (including eligible dependents) under Employment Contract, Appendix A, through June 30, 2020, subject to those deductions required by Employee's share of benefit plan costs/representative premium contributions required by the terms of the Employment Contract between the Employee and the District;
- E. To include in the lump sum payment disbursed under Para. No. 3.C of this Agreement an additional amount equal to the difference between the cash-in-lieu of health insurance (CIL) paid to Employee through the effective date of resignation and the CIL that Employee would have received under Employment Contract, Appendix A, had his Employment Contract terminated effective June 30, 2020, subject to applicable withholdings, on the condition that Employee has furnished

written evidence that he is and remains enrolled in another health/medical plan that meets the minimum value and coverage requirements of the Affordable Care Act.

F. If Employee elects to continue COBRA coverage after June 30, 2020, Employee shall be solely responsible for all costs associated with that election. In no event shall the District have responsibility for any premium contributions, representative premium contributions, or other medical benefit plan cost contributions for continued coverage or enrollment on behalf of Employee (or his eligible dependents) after June 30, 2020, for any health benefits, vision benefits, dental benefits, plan or product. Likewise, in no event shall the District have responsibility for any premium contributions, representative premium contributions, or other medical benefit plan cost contributions for continued coverage or enrollment on behalf of Employee (or his eligible dependents) if Employee fails to timely submit election forms as required to affect continued COBRA coverage effective July 1, 2020; and,

G. To maintain Employee's life insurance coverage pursuant to Employment Contract, Appendix A, through June 30, 2020.

4. Employee agrees that his resignation and execution of this Agreement, and all of its terms, are voluntary and that he has executed this Agreement with full knowledge of its consequences, including without limitation for purposes of the Michigan Employment Security Act, MCL 421.1, et seq.

5. The execution of this Agreement by the parties does not represent, nor shall it be construed as, an admission of liability or wrongdoing of any nature whatsoever regarding any matters arising out of Employee's employment with District or his separation from that employment.

6. Upon receipt of an employee reference request, District shall respond truthfully regarding any positions held by Employee, dates of service, and any "unprofessional conduct" pursuant to Section 1230b of the Revised School Code.

7. The parties acknowledge this Agreement is subject to disclosure under the provisions of the Michigan Freedom of Information Act (FOIA).

8. Employee acknowledges that he has voluntarily submitted his resignation from employment with the District under the terms of this Agreement. Employee agrees to discharge

and release the District and the Board, including individual Board members, administrators, employees and/or agents (collectively, the "Releasees") from any and all claims, claims of appeal, complaints, charges, demands, grievances, claims for arbitration, and/or other causes of action (pending or contemplated) of any kind which Employee currently has or may claim to have against any of the Releasees including, but not limited to, the following (collectively, the "Released Claims"):

A. Claims or grievances for breach of contract, wrongful discharge, constructive discharge, violation of constitutional rights, discrimination with respect to disability, age, sex, religion, race, height, weight, genetic information, national origin, veteran status and/or marital status which may have arisen under the Federal Civil Rights Acts, the Americans With Disabilities Act, Section 504 of the Vocational Rehabilitation Act, Michigan Elliott-Larsen Civil Rights Act, the Persons With Disabilities Civil Rights Act, the Age Discrimination in Employment Act/Older Workers Benefit Protection Act, the Family and Medical Leave Act, Michigan Teachers' Tenure Act, the Public Employment Relations Act, Whistleblowers Protection Act, the Revised School Code, and other pertinent state and federal statutes;

B. Claims for personal injury and/or damages of any kind including, but not limited to, those claims for infliction of emotional or mental distress, invasion of privacy, defamation and/or injury to reputation; and

C. Any kind of contractual, legal or equitable claim arising during and from Employee's employment and/or voluntary resignation and separation from employment with the District including, but not limited to, any and all of the circumstances leading to Employee's voluntary resignation and separation pursuant to the terms of this Agreement.

9. Employee hereby represents and acknowledges that he has not filed, instituted, or pursued any litigation and/or proceedings in relation to the Released Claims. Further, Employee promises not to file, institute or pursue any such claims, litigation and/or proceedings related to the Released Claims. Employee and the District understand and agree that this Agreement is a full and final accord and satisfaction between and among them as to any and all such Released Claims.

10. Nothing in the above waiver and release of claims constitutes a waiver or release of any right that Employee is prohibited by law from waiving or releasing, including, without limitation, Employee's right to file a charge of discrimination with the Equal Employment Opportunity Commission or to cooperate or participate in an investigation, or to participate in a

proceeding conducted by federal or state agencies enforcing employment discrimination laws. However, Employee also recognizes and acknowledges that his right as an individual to obtain or recover damages or other relief in connection with any such proceedings is limited by the terms and conditions of this Agreement.

11. Employee acknowledges that he is advised that he has a period of twenty-one (21) days during which to consider the terms of this Agreement prior to accepting and signing it. If Employee decides to sign this Agreement prior to the expiration of the twenty-one (21) day period, he represents that it is his desire to do so, that he had the opportunity to consult with legal counsel of his own choosing, and that he is not waiving his right to consider this Agreement for the entire twenty-one (21) days at the demand, advice or suggestion of the District, its Board, or any of their employees or agents.

12. Employee acknowledges that he has a period of seven (7) days following the date on which he signs this Agreement within which to revoke his agreement to same.

13. Any waiver of an age discrimination claim shall not be effective or enforceable until the seven (7) day revocation period has expired. This Agreement does not waive any age discrimination claims which may arise after the date on which it is signed.

14. Employee acknowledges and accepts the terms of this Agreement and the payments made under its terms as the sole, exclusive and final compensation to be provided by the District to Employee for the remainder of his employment with and separation from the District. Additionally, Employee acknowledges that he is not entitled to any other compensation, benefits, or separation payments, or notice of resignation payments provided under any existing, expired, or successor contract or employment agreement, or due to any other established working condition, contract, or policy.

15. Employee acknowledges that he is hereby advised to consult, and in fact has consulted, with an attorney of his choosing prior to executing this Agreement.

16. Employee further represents that, in addition to consulting with any attorney of his choosing, he has had an opportunity to consult with members of his family, his colleagues, tax advisors, as well as any health care providers and/or medical personnel from whom Employee may be receiving services, relative to the advisability of Employee entering into this Agreement and resigning from employment with the District. After undertaking those consultations, or having had adequate opportunity to do so, Employee has knowingly, voluntarily, and independently

concluded that it is in his best interest to resign from employment with the District and to accept the terms and benefits set forth in this Agreement.

17. Employee acknowledges and agrees that his receipt of the final signed copy of this Separation Agreement and Release following the decision of the Board to accept his resignation from any and all employment with the District and to approve the terms of this Separation Agreement and Release constitutes full and complete notice from the Board of its decisions with respect to the acceptance of his resignation and his separation from the District. Employee is hereby notified and acknowledges notification that Article VI, Section 1 of the Teacher's Tenure Act states:

A teacher who has achieved continuing tenure status may appeal to the Tenure Commission any decision of a controlling board under this Act, other than a decision governed by Article IV on discharge or demotion of a teacher on continuing tenure, within 20 days from the date of the decision. The Tenure Commission shall provide for a hearing on the appeal. Notice and conduct of the hearing shall be the same as provided in Article IV and in rules promulgated by the Tenure Commission.


18. Whenever possible, each provision of this Separation Agreement and Release shall be interpreted in such a way as to be effective and valid under the laws of the State of Michigan. If any provision of this Separation Agreement and Release is determined to be unenforceable or contrary to law by a court of competent jurisdiction, such invalid provision(s) shall be severed from this instrument by the remaining terms and covenants of this Separation Agreement and Release shall not thereby be affected. The Separation Agreement and Release may be enforced in a court of competent jurisdiction. The parties agree that the proper venue for any action to enforce this Separation Agreement and Release shall be Ingham County, Michigan.

19. This Separation Agreement and Release constitutes the entire agreement between the parties and supersedes any prior or concurrent agreements, written or oral, regarding its subject. This Separation Agreement and Release constitutes the exclusive obligations of the parties to one another regarding the terms of Employee's separation from employment with the District. This Separation Agreement and Release may only be modified, in writing, when executed by an authorized representative of each of the undersigned parties, and this provision can only be waived if so signed by an authorized representative of each of the undersigned parties.

20. EMPLOYEE REPRESENTS AND ACKNOWLEDGES THAT BEFORE SIGNING THIS AGREEMENT HE (A) READ THE SAME, (B) FULLY UNDERSTANDS ITS TERMS, CONTENT AND EFFECT, AND (C) HAS RELIED FULLY AND COMPLETELY ON HIS OWN JUDGMENT IN EXECUTING THIS AGREEMENT.

IN WITNESS WHEREOF, authorized representatives of the respective parties hereto have caused this Separation Agreement and Release to be executed on the date(s) written below


EMPLOYEE



Mark Coscarella, Ed.D.

Dated: April 3rd, 2020

**BOARD OF EDUCATION OF
LANSING SCHOOL DISTRICT**

By: 

Gabrielle Lawrence
Its: Board President

Dated: 5/1, 2020

ATTACHMENT A

April 3, 2020

Board of Education
Lansing School District
c/o Acting Superintendent Samuel Sinicropi
Shirley M. Rodgers Administration Building
519 W Kalamazoo Street
Lansing, MI 48933

RE: Voluntary Resignation of Employment

Dear Board Members:

I hereby submit my notice of resignation from all employment with the Lansing School District, effective April 16, 2020, pursuant to the terms of the Separation Agreement and Release signed and submitted by me on April 3, 2020. I understand that this notice of resignation is irrevocable except as provided in that Separation Agreement and Release.

Sincerely,



Mark Coscarella, Ed.D