

**SEPARATION AGREEMENT AND
RELEASE AND DISCHARGE OF ALL CLAIMS**

IT IS AGREED by and between Donna Kapelanski ("the Employee") and Livonia Public Schools School District ("the School District") as follows:

1. The Employee hereby voluntarily and irrevocably resigns her employment with the School District effective September 30, 2010, and the School District hereby accepts the resignation.

2. The School District agrees to pay the Employee a severance payment in the amount of Twenty Thousand Dollars (\$20,000.00) to be made as follows: Ten Thousand Dollars (\$10,000.00) on October 1, 2010 and the remaining Ten Thousand Dollars (\$10,000.00) on October 14, 2011. Both of these payments will be made as a non-elective employer contributions to the Employee's 403(b) account. Should the IRS limits or any other legal limitation prevent the full amount of any of the payments to be made directly to the 403(b) account, the balance of the applicable limit shall be paid by check directly to the Employee less all applicable deductions. In the event that Employee dies before October 14, 2011, the payment due on that date will be made to the Employee's estate.

3. The Employee, in consideration of the School District's promises set forth in this Agreement, releases and forever discharges the School District, its Board of Education, individual Board members, the School District's employees, agents, officers, shareholders, and representatives, from any and all claims or suits arising from, relating to, concerning or touching upon her employment with the School District or the termination of her employment with the School District, including, but not limited to:

- A. Any suit alleging that she was illegally, improperly or unfairly separated from her employment with the School District;
- B. Any suit alleging that the School District breached any provision of its policies, procedures, collective bargaining agreement, or employment agreements;
- C. Any suit alleging that the School District illegally discriminated against her in violation of any state or federal law or constitutional provision, including any claims under the Elliott-Larsen Civil Rights Act and/or Title VII of the Civil Rights Act of 1964;
- D. Any suit alleging that the School District discriminated against her on the basis of disability in violation of the Americans with Disabilities Act and/or the Michigan Persons with Disabilities Act;
- E. Any suit alleging that the School District discriminated against her on the basis of her age in violation of the Age Discrimination in Employment Act;

- F. Any suit over which any state or federal court would have jurisdiction, including, but not limited to, any claims of mental and/or physical injury; damages to or loss of personal reputation; defamation; intentional infliction of emotional distress; or, violation of constitutional rights; and
- G. Any suit for salary, fringe benefits and/or other costs, expenses or attorney fees; and

The Employee does not waive her right to file claims against the School District to enforce this Agreement.

4. The Employee promises and agrees that she shall not file any lawsuit or other action relating to, concerning or touching upon claim that the Employee had or has against any released party; and further agrees not to allow or authorize any person or entity to file such lawsuit on her behalf against any released party; and, further, promises and agrees that if she does file any lawsuit or other type of action, other than a claim challenging the enforceability of Paragraph 3(E) above, then she shall pay to the School District all the actual attorney fees and costs incurred by the School District, or any released party, in defending against any such claim, action or suit.

5. The Employee further promises and agrees not to accept any monetary damages which arise out of, or in connection with, any administrative claims which may be filed with, or pursued independently by, any governmental agency against any released party.

6. The School District hereby advises the Employee to consult with an attorney prior to signing this Agreement. The Employee agrees and acknowledges, by signing this Agreement, that she has been afforded a period of twenty-one (21) days in which to consider this Agreement. The parties agree that changes to this Agreement, whether material or immaterial, do not restart the running of the twenty-one (21) day period.

7. This Agreement may be revoked by the Employee by so notifying the School District, in writing, within seven (7) days from the date it is signed by the Employee and submitted to the School District. If this Agreement is not so revoked, it shall become effective, enforceable and irrevocable.

8. The Employee and the School District understand and agree that this Agreement constitutes the entire agreement between the parties pertaining to a subject matter and supersedes any other agreement, written or otherwise, and constitutes the full obligation of the parties to one another.

9. The Employee acknowledges and agrees that the School District has not made and the Employee has not relied upon any representation or promise from the School District, in making her decision to enter into this Agreement, except for the representations and promises that are contained in this Agreement.



10. Nothing contained herein shall be interpreted or construed as an admission of wrongdoing or liability by any party.

12. If any provision, paragraph or subparagraph of this Agreement is found to be contrary to law, then such provision, paragraph or subparagraph shall not be deemed valid, except to the extent permitted by law, but all other provisions, paragraphs and subparagraphs shall remain binding and in full force and effect.

13. This Agreement is subject to, and is contingent upon, the approval of the School District's Board of Education.

THE SCHOOL DISTRICT