Board of Education Tom Buffett President, 2025-2026	**Okemos Public Schools** board@okemosk12.net http://okemosk12.net	4406 Okemos Road Okemos, Michigan 48864 Phone: 517-706-5010

This agenda is for general informational purposes only. Based on board policy, the board of education may revise this agenda and may take up other issues at the meeting.

8:00 AM **MEETING AGENDA** **Community Conference Rm**

Thursday, July 30, 2026

CALL TO ORDER

Tom Buffett, Jason Burns, Katie Cavanaugh, Shulawn Doxie, Andrew Phelps, Leeni Shrestha and Jillian Winn

WELCOME AND MEETING FORMAT

Welcome to this special meeting of the Okemos Board of Education held in public for the purpose of conducting the business of the school board.

There is one opportunity for public comment: Citizens who wish to address agenda or non-agenda items will have an opportunity at the beginning of the meeting. In-person individuals who wish to address the board must complete a blue form, located with the agendas near the room entrance, and present it to the board’s secretary prior to the start of the agenda item.

At the appropriate point in the agenda, the board president will call upon individuals who have submitted a blue card for their comments.

CITIZENS ADDRESS AGENDA AND NON-AGENDA ITEMS

At this time in the meeting, citizens have an opportunity to address the board regarding items of interest that that may or may not be part of the evening’s agenda. Citizens are required to limit comments to three minutes, except when this requirement is waived by the board president during the meeting. A designated timekeeper will communicate to the individual who is addressing the board at three minutes. The board highly values public comment and input; however, the board meeting format is designed to facilitate the evening’s agenda and, therefore, restricts board members from engaging in conversation with speakers or immediately responding to questions. Questions and concerns may be addressed by the board later in the agenda and may be assigned for follow-up by the board or superintendent at a later date.

ACTION ITEM

APPROVAL OF SEPARATION AGREEMENT AND RELEASE - DIRECTOR OF HUMAN RESOURCES

It is recommended that the Board of Education approve the Separation Agreement and Release and authorize the Board President and Superintendent to execute the agreement on behalf of the Board.

That the Board approve the Separation Agreement and Release for Director of Human Resources Jennifer Emmendorfer, as presented, and authorize the Board President and Superintendent to execute the agreement on behalf of the Board. (Roll Call Vote).

OTHER BUSINESS

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ADJOURN

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is entered into between **Jennifer Emmendorfer** (the "Administrator") and the **Okemos Public Schools Board of** Education (the "Board"), its officers, trustees, employees, agents, predecessors, successors, affiliates, subsidiaries and assigns (hereinafter collectively referred to as "the Board"), of Okemos Public Schools (the "District") (collectively the "Parties").

WHEREAS, Administrator is employed by the District as the Director of Human Resources.

WHEREAS, the Parties mutually desire to enter into this Agreement to set forth the terms of the Administrator's resignation of employment with the District.

WHEREAS, no Party admits wrongdoing in any matter related to Administrator's employment.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. Resignation. In exchange for the consideration offered in Paragraph 2 of this Agreement, the Administrator agrees to the following terms:

A. The Administrator shall execute and immediately submit her voluntary resignation from all employment with the District, effective immediately, along with a signed copy of this irrevocable Agreement, to the Superintendent's office. Said resignation shall be in writing and shall be considered to be incorporated into this Agreement as Attachment A.

B. Except as expressly stated in this Agreement, it is understood and agreed that this Agreement and the Administrator's voluntary resignation of employment in all capacities constitute a final, comprehensive, irrevocable, and permanent surrender and relinquishment of all employment rights that the Administrator has with the District, and that her resignation shall be final and irrevocable upon acceptance by the Board.

C. Administrator shall not seek employment with the District in the future or accept an assignment at the District through a third-party contractor.

2. Severance Pay. In exchange for the Administrator's resignation of employment in all capacities, as well as the releases and covenants given by her in this Agreement, the District agrees to the following terms on the condition that the Administrator performs all covenants within this Agreement.

A. The District will pay Administrator a lump sum of $35,000.00, consisting of (i) $23,653.67 representing a payout of forty-eight and two-tenths (48.2) days of accrued vacation, comprised of 18.2 vacation days carried over from the 2025-2026 school year and 30 vacation days attributable to the 2026-2027 school year (which the District agrees to pay in full, notwithstanding that such days will not yet have been earned) and (ii) $11,346.33 as severance. This lump sum payment (less applicable withholdings and deductions) shall be paid within twenty-one (21) days after this Agreement has been fully executed by the Parties. To the extent permissible under Michigan's retirement statute, the $11,346.33 severance payment shall be treated as severance and not compensation for services rendered. The Parties mutually agree that Administrator's last day of work will be August 7, 2026 for the purpose of calculating her daily rate.

B. This lump sum payment will be subject to deductions in the amount of $566.37 (Administrator's contribution towards August 2026 insurance premium) and $1,037.97 (the amount the District overpaid Administrator for the 2026-27 school year based on her daily rate).

C. The Board will continue Administrator's medical, dental, and vision insurance through August 2026. Administrator has the right to purchase a continuation of insurance benefits under COBRA, 29 USC §§ 1161, et seq., as permitted by law and at her expense.

D. The Administrator understands and agrees that she is fully responsible for her obligations to pay any State, Federal, and/or Local taxes as may be due pursuant to the payment of any compensation referenced in Paragraph 2.

3. Final Compensation. The Administrator 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 the Administrator for the remainder of her employment with the District. Additionally, the Administrator acknowledges that except as is specifically provided in Paragraph 2 of this Agreement, the Administrator is not entitled to any other compensation, benefits, or separation payments provided under any existing, expired, or successor contract or due to any other established working condition or policy.

4. Consideration. The Administrator acknowledges and agrees that the terms of this Agreement constitute sufficient consideration for her resignation of all employment with the District, as well as for the covenants and releases made by her in this Agreement.

5. District Property. The Administrator must return all District property issued to her for use as a District Administrator, including but not limited to keys, electronic equipment, books, and files.

6. Disclosure. The Parties further understand and agree that this Agreement may be subject to disclosure under the Michigan Freedom of Information Act, MCL 15.231 et seq. or other lawful requirements of a court or administrative agency of competent jurisdiction.

7. Release and Waiver of Claims. In consideration of the payments made to her and on her behalf pursuant to this Agreement, the Administrator, for herself and her heirs, executors, successors, and assigns agree to forever discharge and release the District and all of its past or present officers, Board members, employees, and/or agents (whether acting as an agent for the District or in an individual capacity) from any and all claims, complaints, charges, demands, grievances, losses, expenses, rights, entitlements, and/or other causes of action (pending or

contemplated) of any kind (and without limitation) whether known or unknown, which the Administrator currently has or may claim to have against any of the above, including:

A. Claims or grievances for breach of contract, wrongful discharge, constructive discharge, violation of constitutional rights, discrimination for disability, age, sex, religion, race, national origin, veteran status, and/or marital status which may have arisen under the United States Constitution, the Federal Civil Rights Acts, the Americans with Disabilities Act, Section 504 of the Vocational Rehabilitation Act, the Age Discrimination in Employment Act as amended by the Older Workers Benefits Protection Act, the Family and Medical Leave Act, the Michigan Employment Security Act, the Fair Labor Standards Act, the Michigan Constitution, the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Michigan Whistleblowers' Protection Act, the Michigan Payment of Wages and Fringe Benefits Act, the Michigan Disability Compensation Act, the Michigan Occupational Health and Safety Act, and any other pertinent federal and state statutes;

B. In the event that the law prohibits a waiver of claims under any statute or regulation identified or referenced above, the Administrator acknowledges that she has no valid claim under such statute or regulation;

C. Claims for personal injury and/or damages of any kind, including those for infliction of emotional or mental distress, invasion of privacy, defamation, and/or injury to reputation;

D. Any kind of contractual, legal, or equitable claim arising during and from her employment and/or resignation from employment with the District, including (but not limited to) any and all of the circumstances leading to her resignation pursuant to the terms of this Agreement; and

E. Any relief, no matter how described, including, but not limited to attorney's fees, costs, interest, wages, back pay, compensatory damages, and punitive damages.

F. Administrator acknowledges that she has consulted with legal counsel and that she has been advised of her rights. Administrator expressly agrees that her execution of this Agreement is voluntary, with full knowledge of the consequences.

G. The Parties understand and agree that this Agreement is a full and final accord and satisfaction between them as to any and all such claims. Provided, however, that either party may institute an action in any Michigan court of competent jurisdiction for redress of any breach of this Agreement.

8. <u>Older Workers Benefit Protection Act.</u> Administrator acknowledges that she is advised that she has a period of twenty-one (21) days during which to consider the terms of this Agreement prior to accepting and signing this Agreement in accordance with the federal Older Workers' Benefit Protection Act. If Administrator decides to sign this Agreement prior to the expiration of the twenty-one (21) calendar day period, she represents that it is her desire to do so, and that she had the opportunity to consult with legal counsel of her own choosing, and that she is

not waiving her right to consider this Agreement for the entire twenty-one (21) calendar days at the demand, advice or suggestion of the District.

A. Administrator acknowledges that she is provided a period of seven (7) calendar days following her execution of this Agreement within which to revoke her agreement to same.

B. Any waiver of an age discrimination claim shall not be effective or enforceable until the seven (7) calendar 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.

9. Complete Accord and Satisfaction. Administrator 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 Administrator for the remainder of her employment with and separation from the District. Additionally, Administrator acknowledges that Administrator is not entitled to any other compensation, benefits, or separation payments provided under any existing or expired individual employment contract between the District and the Administrator or due to any other established working condition or policy.

10. Tenure Notice. The Board does not believe that Administrator has tenure rights with the District. The Administrator acknowledges and agrees that the receipt of the final executed copy of this Separation Agreement and Release constitutes full and complete notice of the Board's decision and notification of her rights as a teacher, if any, to appeal the Board's decision under the Michigan Teachers' Tenure Act, MCL 38.71 et seq. The Administrator expressly acknowledges notification that Article VI (Right to Appeal), Section 1 of the Michigan Teachers' Tenure Act, MCL 38.121, which 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."

11. Attorney Consultation. The Administrator acknowledges that she is and therefore has been advised, in writing, to consult with an attorney of her choice before accepting and signing this Agreement.

12. Consultation. The Administrator additionally represents that she has carefully read this Agreement in its entirety and has had a complete opportunity to consider fully the Agreement's terms and to consult with members of her family, colleagues, legal counsel of her selection, and tax advisors, as well as health care professionals and/or other medical personnel from whom she may receive services, about the advisability of entering into this Agreement and resigning her employment from the District in all capacities. After undertaking such consultations (or having had adequate opportunity to do so), the Administrator has knowingly, voluntarily, and

independently concluded that it is in her best interest to resign her employment with the District in all capacities and to accept the terms and benefits set forth in this Agreement.

13. MPSERS Consultation. The Administrator acknowledges that she has contacted and communicated with MPSERS to obtain the necessary information and confirmation of her retirement eligibility and benefits or has had a reasonable opportunity to do so and has had an opportunity to seek and obtain information and advice about her retirement eligibility and benefits under MPSERS and has determined that the terms and conditions thereof are acceptable and satisfactory to her. The Administrator acknowledges and agrees that she will not attempt to hold the District responsible for any dispute which may arise about her eligibility and/or benefits with the MPSERS as a result of her resignation and the acceptance of the benefits of this Agreement. This statement does not affect the Administrator's right to pursue any such dispute with the MPSERS.

14. Unemployment Compensation. Should the Administrator apply for unemployment insurance benefits through the Michigan Unemployment Insurance Agency (the "Agency"), the District agrees not to contest Administrator's application for benefits. The District will provide the Agency with any information requested. However, both Parties expressly acknowledge that the ultimate authority with respect to eligibility determinations and the provision of unemployment benefits remains with the Agency.

15. Letter of Reference. If the District receives an information request from a potential employer about Administrator, the District will provide that entity with the letter in "Attachment B".

16. Voluntary Acceptance. The Parties acknowledge that they have carefully read and fully understand the provisions of this Agreement and have not relied upon any representation or statements, written or oral, not set forth in this document. The Administrator acknowledges that she has entered into this Agreement and has submitted her resignation voluntarily and has not been subjected to any duress, intimidation, or coercion for this matter by the District (including its individual officers, Board members, Administrators, and/or agents).

17. Compromise. This Agreement represents a compromise by the Administrator and the Board. The Parties' intent in entering this Agreement is to avoid further proceedings, administrative action, or litigation. The Parties' execution of this Agreement does not represent, nor shall it be construed as, an acknowledgment or admission of any nature whatsoever about any matter arising from the Administrator's employment and/or resignation and separation of employment with the District. The Parties agree that this Agreement may be used as evidence only in a proceeding in which a Party alleges a breach of this Agreement.

18. Nonprecedential. This Agreement shall not be considered as precedential by any Party.

19. Choice of Law. This Agreement is to be construed at all times in accordance with and governed by the laws of the State of Michigan and venue is appropriate in Ingham County, Michigan.

20. Separability. If a court of competent jurisdiction holds any provision of this Agreement illegal, void, or unenforceable, that provision shall be of no force or effect and shall not impair the enforceability and continued validity of any other provision.

21. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, employees, successors, and assigns.

22. Modification. This Agreement may only be modified in writing, executed by the undersigned Parties, and this provision can only be waived if so signed by the undersigned Parties.

23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and terminates any prior or concurrent agreements, written or oral, regarding its subject matter. This Agreement constitutes the sole and exclusive obligation of the Parties to each other about the Administrator's separation from employment with the District in all capacities.

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates recorded below, by affixing their signatures as follows:

ADMINISTRATOR

Dated: 7/27/2026

Jennifer K. Emmendorfer

Jennifer Emmendorfer

OKEMOS PUBLIC SCHOOLS BOARD OF EDUCATION

Dated:____________________

By:____________________
Tom Buffet
Its: President

Attachment A

Dear Superintendent Olson:

I am providing my written resignation from employment with Okemos Public Schools effective immediately.

Sincerely,

Jennifer Emmendorfer

Attachment B

District Letterhead

[date]

To Whom It May Concern,

I am pleased to provide a professional reference on behalf of Jennifer Emmendorfer. Ms. Emmendorfer has served as the Director of Human Resources for Okemos Public Schools since November 2025. She came to us as an experienced professional in school district human resources, having previously served as Human Resources Specialist with Saginaw Township Community Schools.

During her time with Okemos Public Schools, Ms. Emmendorfer demonstrated a strong work ethic and deep personal commitment to the District, routinely putting in long hours to address the complex demands of the department. Her core responsibilities encompassed overseeing day-to-day HR operations, personnel records management, staff onboarding, and general department administration.

She maintained a high degree of professionalism during challenging periods and sought to learn and grow in her position. She was a valued member of our Board bargaining team during a time when an expired contract resulted in protracted and challenging negotiations. She is enjoyable to work with and maintained a positive work attitude and work ethic. When handling delicate work matters, she maintained confidentiality and high professional standards.

I wish her continued success in her future professional endeavors.

Sincerely,

Matthew Olson

Superintendent