

SEPARATION AGREEMENT AND RELEASE OF CLAIMS

This Agreement is entered into by and between the Traverse City Area Public Schools (hereafter the "School District"), and Ann Cardon (hereafter the "Superintendent"), collectively referred to as the Parties.

WHEREAS, the Superintendent and School District have decided to amicably terminate their relationship, with the Superintendent pursuing other professional opportunities; and

WHEREAS, the Parties desire to put finality to the terms of separation.

THEREFORE, the School District and the Superintendent agree as follows:

1. The Superintendent hereby irrevocably resigns her employment as an employee of the School District effective October 18, 2019, and by the signature of its Board President hereto, the School District hereby acknowledges and accepts the Superintendent's resignation. It is understood and agreed that the Superintendent is resigning from all duties and positions.

2. In consideration for the promises set forth in this Agreement, the District agrees to pay the Superintendent a one-time lump sum in the amount of \$180,000.00 as soon as practicable following the revocation period noted in paragraph 9. The District shall deduct required taxes and withholdings from such payments. The District shall have no further obligation to the Superintendent for salary or compensation of any type, kind or nature.

3. Superintendent agrees that the payment made herein constitute legally adequate and sufficient consideration for her promises and undertakings herein. Superintendent also agrees that the District is not required to provide, and she shall not receive, any additional or other payments or fringe benefits except those as are explicitly described within this Agreement. Superintendent accepts the payments described herein as a complete accord and satisfaction of all salary and benefits owed to her by the District. The Board shall have no further or additional obligation to pay for or provide any other insurance benefits, fringe benefits or compensation to the Superintendent of any kind or nature whatsoever.

4. A resignation letter shall be provided to the District at the time this agreement is signed by the Superintendent.

5. Superintendent hereby releases and forever discharges the School District, its current and former Board of Education members, its current and former officers, employees and agents, as well as its officers, employees and agents, from any and all claims, grievances, causes of action, damages and liability of every type and description and of whatever nature (including but not limited to attorneys' fees), known or unknown, related to or arising directly or indirectly from the Superintendent's employment or the separation of that employment with the School District, to which the Superintendent may be, entitled, including but not limited to, any and all constitutional, statutory, common law and contract claims, including - without limitation - claims under the Age Discrimination in Employment Act (ADEA), 29 USC 621 et seq. , the Michigan Teachers' Tenure Act, the Elliott-Larsen Civil Rights Act, the Americans With Disabilities Act,

11. The Parties agrees not to make any statement, written or oral, or cause or encourage others to make any statements, written or oral, that defame or disparage each other's reputation, practices or conduct. The District's disclosures, if any, in response to a FOIA request shall not be deemed to constitute disparagement of the Superintendent or in any way a violation of this agreement. The Superintendent expressly acknowledges the District's statutory obligation to respond to such requests, and waives any claims she may have now or in the future with respect to District disclosures made in accordance with applicable law.

12. This Agreement contains the entire agreement of the parties relative to the subject matter hereof, and supersedes all prior or contemporaneous, oral or written understandings, statements, representations or promises, and cannot be changed except in writing, signed by all parties. In the event any part of this Agreement is found to be void, the remaining provisions of the Agreement shall nevertheless be binding with the same effect as though the voided parts were deleted. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns.

The parties have read this Agreement, fully understand it, and signify their assent to it by their signatures below.

TRAVERSE CITY AREA PUBLIC SCHOOLS

By: M. Sue Kelly
Its: TCAPS Board President

Date: 10-18-19

SUPERINTENDENT

Ann Cardon
ANN CARDON

Date: 10-15-19