

EXHIBIT A

LANSING SCHOOL DISTRICT 2015 VOLUNTARY RESIGNATION INCENTIVE PLAN

ELECTION TO PARTICIPATE, RESIGNATION & RELEASE AGREEMENT

I, _____, enter into this Election to Participate, Resignation & Release Agreement (the "Agreement") with the Lansing School District ("District").

A. **Notice of Resignation**

By my signature on this Agreement, I voluntarily elect to participate in the District's 2015 Voluntary Resignation Incentive Plan ("Plan"), as adopted effective March 19, 2015. I have read the Plan, and I knowingly choose to resign from employment with the District and participate in the Plan.

B. **Resignation**

By my signature on this Agreement, I resign from any and all positions with the District, with the exception of any Athletic Coaching position or Athletic Director position I currently hold, effective June 30, 2015. I understand that by submitting my resignation I am permanently relinquishing any reinstatement or recall rights to future employment with the District (if any.)

C. **Release & Covenant Not to Sue**

In exchange for the Plan benefit I will receive, to which I am not otherwise entitled, I voluntarily and knowingly release, waive, and give up, any and all claims or causes of action, known or unknown, that I may have against the District and its Board of Education, their officers, members, employees, agents and administrators (hereafter individually and collectively called the "District" and the LSEA/MEA/NEA, their officers, members, employees and agents (hereafter individually and collectively called the "Association"). Except as stated herein, I promise never to sue the District or the Association or make or file any claims of any kind whatsoever against the District or Association.

I understand and intend for this release of claims to be interpreted in the broadest fashion permitted by law. This release includes, but is not limited to, all of the following:

- (1) Claims or actions arising out of or during my employment with the District and/or my separation from that employment;
- (2) Claims of discrimination under state or federal law, specifically including claims under the federal Age Discrimination in Employment Act of 1967, as amended, the federal Civil Rights Act of 1964, the federal Americans with Disabilities Act, the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, and any other state, federal or local statute, rule or regulation;

- (3) Any other claims or actions whatsoever whether founded upon contract, tort, agreement, Board policy, federal or state Constitution, common law, violation of public policy, or any other theory;
- (4) Any claim for attorneys' fees or compensation of any type or nature whatsoever;
- (5) A complete relinquishment of all tenure rights, if any, with the District pursuant to the Michigan Teachers' Tenure Act, as amended; and
- (6) A complete relinquishment of any and all property rights, contractual or otherwise, in connection with my employment with the District.

I understand that this release does not apply to any charge I may file with the EEOC, or any state or local fair employment agency acting as an EEOC referral agency, for purposes of filing a charge with the EEOC. I also understand I may cooperate with an investigation by the EEOC or EEOC referral agency. However, I knowingly and voluntarily waive, release, and give up my right to personally receive any money damages or other payment or benefit arising out of any such charge or investigation.

D. Acknowledgments

I understand and agree that:

- (1) I have been advised in writing by the District to consult with an attorney of my choice and at my expense before signing this Agreement. I have had adequate time to do so if I believed such consultation was necessary.
- (2) I am entitled to forty-five (45) calendar days to consider this Agreement. If I elect to participate in the Plan, I must sign and hand-deliver my signed Agreement to Suzy Corbin in Human Resources by 3:00 PM on May 7, 2015. If the full forty-five (45) days to consider has not elapsed at the time I sign this Agreement, I acknowledge that I have knowingly and voluntarily chosen to waive the remainder of the forty-five (45) day consideration period.
- (3) My waiver/release of rights under the federal Age Discrimination in Employment Act of 1967, as amended ("ADEA"), does not apply to any future claims or rights as that phrase is defined in the Older Workers Benefit Protection Act, including future ADEA claims.
- (4) If I change my mind about participating in the Plan, I understand that I may revoke this Agreement. In order to revoke, I must deliver a written revocation to the Superintendent's Office by the close of business on the seventh (7th) calendar day after I signed this Agreement. This Agreement is effective and enforceable after expiration of the seven (7) day revocation period, if I do not revoke it, without any further action by the District or me, provided that the conditions set forth in the Plan are met.
- (5) I am not otherwise entitled to the benefits I will receive under this Plan.

- (6) I sign this Agreement voluntarily, after carefully reading it, and fully understanding its contents. No representative of the District or LSEA has influenced or coerced my decision to sign this Agreement.
- (7) I have received from the District information about this Plan relevant to my decision to resign at this time under the Plan. The job titles and birth dates of all employees eligible or selected for this Plan, and the birth dates of all individuals in the same job classifications or organizational unit who are not eligible or selected, were made available to me by the District at no cost to me. I have had adequate time to consider such information and to ask questions.
- (8) The Plan is limited to a maximum of 40 LSEA bargaining unit members who submit a signed Agreement within the 45-day consideration period and do not subsequently revoke their Agreement as stated herein. Therefore, if my signed Agreement is not within the first 40 LSEA members who do not revoke their signed and submitted Agreement then my signed Agreement shall be null and void.

E. Benefit Payment

I understand that if I am an Eligible Employee and comply with all the requirements of the Plan, I will receive a benefit as outlined in Paragraph 3 of the Plan document.

I understand that if I do not already have a 403(b) tax sheltered annuity prior to August 31, 2015, I must establish one prior to the depositing of funds by the District.

I further understand that if I die after the effective date of my resignation, and before all benefits under the Plan have been paid, benefits under the Plan will be paid to the beneficiary I have designated on the last page of this Agreement. I understand that if I die before the effective date of my resignation, no benefits will be payable from the Plan to my beneficiary or any other person.

F. Withholdings & Taxes

I understand that I am responsible for paying taxes on the benefits I receive under this Plan, if any.

G. Return of District Property

On or before my resignation date, I understand that I must return all District equipment and property to the District, including but not limited to keys and District laptops.

H. No Unemployment Compensation Benefits

I understand that my voluntary resignation under this Plan renders me ineligible for unemployment compensation benefits. I agree not to file a claim for such benefits. I agree either to pay the District or to return to the District a portion of the Plan benefit equal to any such benefits if I file for and receive unemployment benefits after participating in this Plan.

I. Entire Agreement

This Agreement contains the entire agreement and understanding between me, the District and the LSEA. There are no oral or written promises or representations other than those contained in this Agreement. There may be no modification of this Agreement unless in writing and approved by the District.

J. Binding Agreement

This Agreement binds me, my heirs, administrators, personal representatives, successors and assigns.

I HAVE RECEIVED AND READ THE DISTRICT'S 2015 VOLUNTARY RESIGNATION INCENTIVE PLAN. I HAVE READ AND I UNDERSTAND THE TERMS OF THIS AGREEMENT AND I VOLUNTARILY ACCEPT THEM.

Employee's Signature

Date

Employee's Printed Name

Designated Beneficiary

Date of Birth

Relationship to Employee

Election to Resign:

☐ I am an Eligible Employee under the terms of the Plan and I am electing to resign from employment with the District as of June 30, 2015.

Received by the District on _____, 2015 Time: _____

LANSING SCHOOL DISTRICT

LSEA

By: _____

By: _____

Its: _____

Its: President

Approved this ____ day of _____ 2015

Date: _____

LANSING SCHOOL DISTRICT

Yvonne Caamal Canul, Superintendent