

VOLUNTARY SETTLEMENT AND RESIGNATION AGREEMENT

between

**BOARD OF EDUCATION OF
ANN ARBOR PUBLIC SCHOOLS**

and

DR. JEANICE KERR SWIFT

The Board of Education (hereinafter “the Board”) of **ANN ARBOR PUBLIC SCHOOLS**, a Michigan public school district (hereinafter “the District”) and **Dr. Jeanice Kerr Swift** (hereinafter “Dr. Swift” or “Employee”) mutually agree as follows:

Recitals

- A. WHEREAS, Dr. Swift has been employed by the Board as Superintendent of the District; and
- B. WHEREAS, the Parties desire to fully and finally resolve the employment of Dr. Swift without incurring further costs or expenses.
- C. WHEREAS, the Board and Dr. Swift agree to a voluntary irrevocable resignation, which shall be effective December 31, 2023.
- D. WHEREAS, Dr. Swift wishes to assist in the transition to new leadership with the interim/permanent superintendent.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, DR. JEANICE KERR SWIFT AND THE BOARD OF EDUCATION OF ANN ARBOR PUBLIC SCHOOLS HEREBY AGREE AS FOLLOWS:

- I. In consideration of the terms set forth in Sections II and III of this Agreement, the Board agrees to the following:
 - A. Dr. Swift will continue to work as Superintendent of Schools until the Board appoints an interim/permanent superintendent, but no later than October 31, 2023. Thereafter, Dr. Swift will serve in the position of Transition Advisor to the interim/permanent superintendent through December 31, 2023 (this may be extended beyond December 31, 2023 with the written agreement of all parties). Dr. Swift will continue to receive compensation and benefits, including leave, health, vision, dental and life insurance benefits, pursuant to her current Administrative Contract through December 31, 2023.
 - B. The District will continue to pay the employer portion of Michigan Public School Employees’ Retirement System payments on behalf of Dr. Swift through December 31, 2023.

- C. Following Dr. Swift submitting updated evaluation artifacts, the Board will provide Dr. Swift a highly effective evaluation for the 2023 evaluation cycle.
 - D. To accept Dr. Swift's voluntary irrevocable resignation, which shall be effective December 31, 2023.
 - E. To act in good faith with respect to its obligations pursuant to this Agreement and to act professionally and dutifully to attend to the business of the District through the transition process.
 - F. To compensate Dr. Swift with the benefits due her as set forth in paragraph 9 of her Administrative Contract as if terminated without cause as soon as practicable after December 31, 2023. In addition, calculated as of December 31, 2023, she will receive payment after December 31, 2023 of accrued, unused vacation time, longevity, annuity and other payments prorated at the rates in her Administrative Contract.
 - G. The Board, including the individual members of the Board of Education, its administrative employees, officers, and agents hereby releases and forever discharges Dr. Swift from any and all actions and causes of actions, both known and unknown.
- II. In consideration of the District's agreement as to the terms set forth in this Agreement, Dr. Swift hereby agrees to the following:
- A. To act in good faith with respect to her obligations pursuant to this Agreement and to act professionally and dutifully to attend to the business of the District through the transition process. Should the District require the cooperation of Dr. Swift after December 31, 2023, regarding legal matters, defense of claims against the District or similar matters, the District shall compensate Dr. Swift at her per diem rate as of December 31, 2023, and cover all reasonable and customary expenses.
 - B. Subject to the seven-day revocation period outlined below, Dr. Swift hereby voluntarily and irrevocably resigns from her employment with the District effective December 31, 2023 as evidenced by her signing of this Agreement and subject to revocation pursuant to Section II(G). The District's signing of this Agreement constitutes acceptance of Dr. Swift's irrevocable resignation effective on December 31, 2023. Dr. Swift acknowledges and agrees her resignation becomes irrevocable once the revocation period in Paragraph II(G) is exhausted.
 - C. Effective December 31, 2023, Dr. Swift waives whatever rights she may have to future employment with the District and agrees she will not apply for future employment, in any capacity, including substituting through a third-party agency, within the District after the date of her resignation.
 - D. Dr. Swift hereby releases and forever discharges the District, the individual members of the Board of Education, its administrative employees, officers, and agents from any and all actions, causes of actions both known and unknown, including but not limited

to any future employment with the District after the effective date of her resignation, any claim for violation of Employee's state or federal civil rights or any claim of breach of the employment contract, real or implied.

- E. Dr. Swift herself, and for any other person or legal entity which may have a claim in connection with Dr. Swift hereby forever and fully remises, releases, acquits and discharges the District, all of the past, current, and future trustees of the District's Board of Education, and all of the directors, officers, agents, attorneys, representatives, employees, and contractors (including independent contractors) of the District, and their respective successors and assigns, as well as from any and all actions, causes of action, suits, grievances, debts, sums of money, expenses, accounts, covenants, charges, contracts, agreements, arrangements, promises, obligations, warranties, trespasses, torts, injuries, losses, damages, claims, judgments, demands, right to recovery, and any and all other liability or other relief of any nature whatsoever, whether known or unknown, foreseen or unforeseen, resulting or to result, whether in law or in equity, or before administrative agencies or departments, that Dr. Swift ever had, now has or hereafter can, shall, or may have, by reason of or arising out of any matter, cause, or event occurring on or prior to the date hereof, including, without limitation, any claims based on any matter which is in any way related to her employment by the District or the cessation of that employment on as of the effective date of her resignation, any claim for defamation, libel, slander, breach of contract (express or implied), intentional or negligent infliction of emotional distress, or for violation of the Michigan Constitution, the United States Constitution, the Revised School Code, the Teachers' Tenure Act, the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Bullard-Plawecki Employee Right to Know Act, the Michigan Employment Security Act, the Michigan Wage and Fringe Benefits Act, the Michigan Whistleblowers' Protection Act, the federal Age Discrimination in Employment Act, the Family Medical Leave Act, the Fair Labor Standards Act (including the Equal Pay Act), Title VII of the Civil Rights Act of 1964, the Michigan Open Meetings Act, the Michigan Freedom of Information Act, or the Americans with Disabilities Act, and any and all other claims arising under any federal, state, or local laws, regulations, rules, or ordinances. Further, no government agency is a party to this Agreement. Nothing in this Agreement shall be construed to prohibit Employee from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency, but it is understood and agreed that Employee waives, releases and gives up any right to money damages or other payment or personal benefit with regard to or arising out of any such charge or investigation. This waiver shall not be interpreted as a waiver of any claims related to Employee's employment subsequent to the execution of this Agreement.
- F. Dr. Swift agrees to hereby release and forever discharge the District, the Board of Education, the individual members of the Board of Education, its administrative employees, officers, and agents from any and all rights, claims, suits, damages, and liabilities of any sort arising on or before the date of this agreement for age

discrimination under the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act of 1990.

- G. Dr. Swift agrees to acknowledge, in accordance with the Federal Older Workers' Benefit Protection Act of 1990, that she has read this Agreement completely, that she is given twenty-one (21) days within which to consider this Agreement, that she was afforded the opportunity to consult with an attorney regarding it and understands each and every provision of this Agreement. Dr. Swift understands that, at her option, she can voluntarily and knowingly elect not to use the full twenty-one (21) day period by signing this Agreement before the expiration of the twenty-one (21) day period.
- H. Dr. Swift acknowledges her right to revoke the terms contained herein by filing a written notice of such revocation before the end of the seven (7) days following execution of this Agreement, and that the terms shall not become effective or enforceable until the seven (7) day revocation period has expired. Employee understands that any revocation, to be effective, must be in writing and either (a) postmarked within seven (7) calendar days of execution of this Agreement and addressed to the Board President; or (b) hand-delivered to the Board President within seven (7) days of execution of this Agreement. Employee understands if revocation is made by mail, mailing by certified mail, return receipt requested, is recommended to show proof of mailing. If this Agreement is not revoked within the above seven (7) day period, it shall become fully operative and fully enforceable without further action by any Party.
- I. This settlement shall have no precedential value.
- J. Dr. Swift understands and agrees that this is a full and final settlement of any and all issues relating to her employment by the District, and that other than as set forth in this Agreement, no other payment or consideration of any kind shall be forthcoming to Dr. Swift from the District in connection with such employment.
- K. Dr. Swift understands and agrees that the terms of this Agreement are contractual and not a mere recital, and that there are no agreements, understandings, or representations made by the District or its representatives except as expressly stated in this document. Dr. Swift further understands and agrees that to be effective, any modification to this Agreement must be made in writing and signed by her and the Board President.
- L. Dr. Swift acknowledges and agrees that she has been and is hereby advised in writing to consult with an attorney prior to executing this Agreement.
- M. Dr. Swift acknowledges that she has read this Agreement before signing it, that she fully understands its terms, content, and effect, and that she has relied fully and completely on her own judgment and/or upon the advice of her own attorney in executing this Agreement. Dr. Swift further acknowledges and agrees that his execution of this Agreement is fully voluntary.

- III. In consideration of the commitments of the Board herein, Dr. Swift hereby agrees to the following:
- A. Dr. Swift will forgo and refrain from filing any appeal in any other court or agency of competent jurisdiction relative to, or on behalf, of Dr. Swift.
 - B. Dr. Swift will refrain from filing any current or future grievances or demands for arbitration pursuant to her employment contract.
- IV. Dr. Swift agrees that she will not bring, commence, institute, maintain, or prosecute any action at law or other proceedings whatsoever, or any other claim for monetary damages or relief whatsoever, except to enforce the provisions of this Agreement, based in whole or in part on any matter related to Dr. Swift's employment by the District.
- V. The Parties acknowledge that this Agreement does not constitute an admission of fault by any Party. Rather, it is understood and agreed that this agreement is the compromise of disputed claims between the Parties and that the payment, releases, and promises contained herein are intended merely to avoid possible litigation and effectuate resolution of all outstanding issues relating to Dr. Swift's employment with the District.
- VI. Dr. Swift agrees not to make any statement which in way disparages the District, the Board and/or Releasees, and/or their respective administration, officers, trustees, board members, associates, employees, students or services with respect to the matters addressed in this Agreement, including but not limited to the provisions of this Agreement, with the understanding that nothing in this Paragraph is intended to waive any First Amendment Right Dr. Swift may have with respect to events occurring after the signing of this Agreement. Individual Board Members mutually agree not to make any statement, including on social media, that in any way disparages Dr. Swift. The parties shall agree on a Joint Press Release to be issued upon the final execution of this Agreement. In response to any future inquiries regarding this matter, the Board Members and Dr. Swift shall only respond by providing the Joint Press Release. Failure to comply with this provision will constitute a material breach of this Agreement.
- VII. At all times hereinafter, Dr. Swift and the Board and its individual members promise and agree not to disclose: (i) information, knowledge or matters that are confidential or privileged, of which Dr. Swift learned by virtue of her employment with the District; and/or (ii) the terms and conditions of this Agreement and/or the circumstances leading up to this Agreement, to any person except a spouse, tax consultants, accountants and/or authorized agents, who are first informed of and agree to these confidentiality terms, unless legally compelled to do so by a proper court order or otherwise required by law. Failure to comply with this provision will constitute a material breach of this Agreement.
- VIII. The Parties acknowledge and understand that the terms of this Agreement are not a mere recital, but constitute an agreement based upon the good and valuable consideration given and received by each Party.

- IX. This Agreement shall be subject to, governed and construed according to the laws of the State of Michigan.
- X. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective directors, officers, administrators, agents, heirs, successors, assignees, devisees and legal representatives.
- XI. In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling, or by reason of any legislation now existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

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IN WITNESS HEREOF, we have hereunto set our hands and seal this 14th day of September, 2023.

Amy G. Oensler
Witness

Jeanice Kerr Swift
Dr. Jeanice Kerr Swift

BOARD OF EDUCATION
ANN ARBOR PUBLIC SCHOOLS

By: *[Signature]*

Its: *Board President*

Amy G. Oensler
Witness