

SEPARATION AGREEMENT AND RELEASE OF CLAIMS

This SEPARATION AGREEMENT AND RELEASE OF CLAIMS (the "Agreement") is made between Robert Belleman ("Employee") and The City of East Lansing, Michigan (the "City"). This Agreement is effective as of the Effective Date stated in Paragraph 15 below. The City and Employee are each a "Party" and are collectively referred to as the "Parties."

WHEREAS, Employee is employed by the City as the City Manager pursuant to an Employment Contract dated September 25, 2025.

WHEREAS, the City Council has requested that Employee resign his employment and Employee has agreed to do so.

WHEREAS, the parties agree that Employee's resignation of employment is for reasons other than for cause or for Employee's gross malfeasance.

THEREFORE, in consideration of the mutual promises and payments below, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

1. Resignation Date. By execution of this Agreement, Employee voluntarily resigns his employment from the City effective June 16, 2026 ("Resignation Date"). By execution of this Agreement, the City accepts Employee's resignation. Employee shall remain on a paid administrative leave, receiving his regular pay and benefits, through June 16, 2026. During this time period, Employee is not required to perform any work for the City in person, except that Employee agrees to respond to reasonable inquiries from City staff.

Except as provided in this Agreement and except for any vested benefits, Employee's eligibility for all other benefits provided by the City will end on the Resignation Date and Employee is not entitled to any other benefits, benefit contributions, leave accruals or pay, or any other fringe benefits after the Resignation Date. Except as specifically provided in this Agreement, all employment and other agreements between Employee and the City, including the Employment Contract dated September 25, 2025, as amended, are superseded and replaced by this Agreement.

2. Separation Payments. In consideration of the release of claims and other promises in this Agreement by Employee, the City agrees to provide Employee with the following Separation Payments in accordance with Paragraph 13(A) of the Employment Contract, provided Employee timely signs and does not revoke Employee's signature on this Agreement:

- (a) **Severance Pay:** The City will pay Employee twelve (12) months' base salary of One Hundred Ninety Two Thousand Eight-Hundred and Sixteen Dollars (\$192,816.00) in equal bi-weekly payments, less standard withholdings; except that if Employee obtains other employment during the

twelve (12) month severance period, the amount of the severance payment shall be reduced by subtracting the dollar value of wages and benefits Employee receives from the other employment. In no event, however, shall Employee receive less than the equivalent of six (6) months' severance pay. Employee agrees to promptly notify the City, through its Director of Human Resources, if Employee obtains other employment during the severance period; and further agrees that Employee's failure to do so shall relieve the City of any further severance payment obligation.

- (b) **Insurance Coverage Continuation:** The City will pay required premiums to provide Employee and applicable dependents with the following insurance coverages through June 16, 2027 or the date on which Employee obtains other employment, whichever is sooner: vision, dental, life, long-term care, and long-term disability.
- (c) **Payment in Lieu of Health Insurance Coverage.** In lieu of taking City-provided health insurance, the City will pay Employee Two Hundred Dollars (\$200.00) per month through June 16, 2027 or the date on which Employee obtains other employment, whichever is sooner.
- (d) **Retirement Benefit.** Employee shall continue to contribute to the City's MERS Hybrid Retirement Plan, and the City shall continue to contribute to Employee's MERS Hybrid Retirement account an amount equal to ten and one-half percent (10 ½%) of the base salary set forth in Paragraph 2(a) above, through June 16, 2027 or the date on which Employee obtains other employment, whichever is sooner.
- (e) **PTO Payout:** In the first full pay period after the effective date of this Agreement, the City will pay Employee Thirty Thousand Eight Hundred Ninety Dollars and Eight Cents (\$30,890.08), which represents 333.2263 hours of unused accrued paid time off (PTO) in Employee's bank as of June 16, 2026. As per the City's policies, 25% of this payout, or Seven Thousand Seven Hundred Twenty-Two Dollars and Fifty-Two Cents (\$7,722.52) shall be deposited into Employee's Health Care Savings Plan on a pre-tax basis. The remaining 75% of this payout, or Twenty-Three Thousand One Hundred Sixty Seven Dollars and Fifty Six Cents (\$23,167.56), shall be deposited in Employee's 457 deferred compensation account on a pre-tax basis.

Employee agrees that the Separation Payments provided above constitute good and valuable consideration for this Agreement and Employee's release of claims. The Separation Payments provided above shall be paid to Employee, provided that Employee does not revoke this Agreement under Paragraph 9.

3. General Release of all Claims. In return for the consideration provided in this Agreement, Employee, on Employee's own behalf and on behalf of any of Employee's

heirs, agents, representatives or assigns, completely and fully releases and discharges the City of East Lansing, Michigan and all of its past and present Council Members, elected and appointed officials, employees, agents, and representatives in their personal and official capacity (collectively, the "Released Parties"), from any and all claims, demands, grievances, lawsuits, causes of action and/or damages of any nature or source whatsoever that arise from or are related in any way to Employee's employment or resignation from employment with the City, or that are based on events or circumstances occurring up to and including the date Employee signs this Agreement ("Released Claims"). *By signing below, Employee acknowledges and agrees that this general release includes, but is not limited to:*

- (a) Any and all claims, disputes, demands, grievances or lawsuits at law, common law, or in equity, including but not limited to, breach of express or implied employment contract, tort, wrongful discharge, negligence, fraud, defamation, emotional distress, sexual or other harassment, personal injury, retaliation, whistleblowing, intentional infliction of emotional distress and tortious interference with contract or advantageous business relationship.
- (b) Any and all claims, disputes, demands, grievances or lawsuits arising under any of the following federal laws or regulations: 42 U.S.C. §1981; 42 U.S.C. §1983; the Age Discrimination in Employment Act of 1967; Title VII of the Civil Rights Act of 1964 and 1991; the Americans with Disabilities Act; the Equal Pay Act; the Pregnant Workers Fairness Act; the Ledbetter Fair Pay Act of 2009; the Family and Medical Leave Act; the Fair Credit Reporting Act; the Occupational Safety and Health Act; the Genetic Information Nondiscrimination Act; the Uniformed Services Employment and Reemployment Rights Act; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; and the Worker Adjustment and Retraining Act.
- (c) Any and all claims, disputes, demands, grievances or lawsuits arising under any of the following Michigan laws or regulations: the Michigan Elliott-Larsen Civil Rights Act; the Michigan Persons With Disabilities Civil Rights Act; the Michigan Whistleblowers' Protection Act; the Michigan Bullard-Plawecki Employee Right to Know Act; the Michigan Payment of Wages and Fringe Benefit Act; the Michigan Minimum Wage Act; the Michigan Workforce Opportunity Wage Act; the Michigan Earned Sick Time Act; the Michigan Public Employment Relations Act; the Michigan Freedom of Information Act; the Michigan Open Meetings Act; and the Michigan Occupational Safety and Health Act.
- (f) Any and all claims, disputes, demands, grievances, or lawsuits arising under any other federal, state, or local constitution, statute, ordinance, common law, or regulation, and all claims, rights, or payments under any City benefit, compensation or incentive plan, program, policy or

arrangement, except for any benefits that expressly vested under applicable plan terms or applicable law prior to Employee's Resignation Date.

Employee acknowledges, understands, and agrees that the release and waiver set forth above does not apply to: (1) any claims or rights that may first arise after the date that Employee signs this Agreement; (2) any vested rights under any employee benefit plans that are applicable to Employee on the date Employee signs this Agreement; and (3) any claims that the controlling law expressly provides cannot be released by private agreement, including claims for workers' compensation or unemployment benefits.

4. No Admission of Liability and Protected Rights. This Agreement does not constitute and shall not be used as an admission by either party of any liability, wrongdoing, or violation of any law. Nothing in this Agreement limits Employee's rights protected under applicable law to initiate a communication with, file a charge or complaint with, provide information to, or participate or cooperate in an investigation by, the U.S. Equal Employment Opportunity Commission (EEOC), the National Labor Relations Board (NLRB), the Securities and Exchange Commission (SEC), or any other federal, state or local governmental agency or commission ("Government Agency") without notice to the City. This Agreement does not limit Employee's right to receive an award (including a monetary award) from a Government Agency for information provided to any Government Agency; however, to the fullest extent permissible under applicable law, Employee waives and releases Employee's right in any Government Agency proceeding, or in an action brought by a Government Agency, to recover monetary damages or remedies on Employee's behalf from the City or any Released Parties for claims released in this Agreement, including but not limited to, front pay, back pay, damages, interest, and reinstatement.

5. Return of City Property. On or before the Resignation Date, Employee agrees to return all City property in Employee's possession and agrees not to retain copies of any property of the City.

6. Reference. The City agrees to provide a reference in writing about Employee's employment and satisfactory employment evaluations that led to renewal of his employment agreement. The City also agrees to provide the same information contained in his written letter of reference in response to inquiry from any prospective employers, provided that Employee directs all third parties, including prospective employers, to the City's Director of Human Resources. Employee agrees to direct all prospective employers or third parties to the City's Director of Human Resources and nowhere else.

7. Cooperation. Employee agrees to provide information and cooperate with the City and the City's attorneys, without the need for the City to serve Employee with a subpoena, with respect to any current or future litigation involving the City, including the matters Employee worked on with, or on behalf of, the City. When Employee's cooperation is requested, the City shall pay Employee the hourly rate of \$92.70 and shall reimburse Employee for mileage, hotel, and meals in accordance with the City's policy.

8. Consultation with Attorney. Employee acknowledges that Employee has had the opportunity to seek legal advice regarding this Agreement, and further acknowledges that the City advises Employee to consult an attorney prior to signing this Agreement. By signing below, Employee verifies that this Agreement is written in a manner that is clearly understood, Employee fully read this Agreement before signing it, and Employee understands its binding effect. Employee further acknowledges that Employee voluntarily enters into this Agreement of Employee's own free will, without any duress or coercion by the City.

9. ADEA Waiver, Consideration Period, and Right to Revoke. Employee agrees that, in consideration of the Separation Payments, Employee agrees to waive and release the City from any and all claims that accrue or arose prior to the date of this Agreement under the Age Discrimination in Employment Act, 29 USC § 621, *et. seq.*, as amended (ADEA), including amendments made by the Older Workers' Benefit Protection Act, 29 U.S.C. §621 *et. seq.* Employee has been given at least 21-calendar days from the date Employee received this Agreement to consider the terms of this Agreement before signing. In the event Employee chooses to sign this Agreement prior to the expiration of the 21-calendar day consideration period, Employee acknowledges and agrees that Employee is knowingly and voluntarily waiving the remainder of the 21-calendar day consideration period. Employee warrants that Employee has not been asked by the City to shorten the time period for considering whether to sign this Agreement and the City has not threatened to withdraw or alter the Separation Payments prior to the expiration of the 21-calendar day period. Any changes to this Agreement, whether material or immaterial, do not restart the running of the 21–calendar day consideration period. Employee acknowledges that Employee has the right to have a court of law review the waiver and release of any claims under the ADEA.

Employee further understands that if Employee signs this Agreement, Employee can change Employee's mind and revoke Employee's signature within **seven (7) calendar days** after signing this Agreement by returning it with written revocation notice to the City's Labor Attorney at gsashital@rsjalaw.com or 27555 Executive Drive, Suite 250 Farmington Hills, Michigan 48331. Employee understands that this Agreement will not be effective until after this revocation period has expired without revocation and Employee will not be entitled to receive the Separation Payments until after the Agreement becomes effective. If the revocation day expires on a weekend or holiday, Employee understands Employee has until the end of the next business day to revoke.

10. Entire Agreement. This Agreement constitutes the entire agreement between Employee and the City and supersedes all other, promises, agreements and understandings, either oral or in writing, making any such promises, agreements and understandings null and void. No other promises, agreements or understandings subsequent to this Agreement shall be binding between the parties unless in writing and signed by the parties.

11. Binding Nature, Modification, and Severability. The waiver of a breach of any term of this Agreement does not operate as a waiver of any other or subsequent breach. This Agreement is binding on the City, its affiliates, divisions, and all respective successors and assigns, as well as Employee's personal representatives and heirs. This Agreement may not be assigned by Employee without the prior written consent of the City. No amendment or modification of this Agreement is binding unless in writing and signed by both Employee and the City. Any ambiguity in this Agreement will not be construed presumptively against any party. If any court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provisions shall be considered removed from this Agreement and the remaining provisions will continue in full force and effect. This Agreement may be electronically signed and the Parties agree that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. A signed copy of this Agreement transmitted by email, or other means of electronic transmission, shall also be deemed to have the same legal effect as delivery of an original executed copy of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

12. Tax Consequences. Employee has been advised to review the tax consequences of this Agreement with a legal or tax advisor of Employee's own choice. Employee acknowledges that Employee has not relied on any statements or representations by the City or any of its employees or agents relative to the federal, state, local, and foreign tax consequences resulting from this Agreement. Employee is solely responsible and liable for any and all tax filings and payments required by applicable law and shall indemnify and hold the City harmless from Employee's failure to make any such tax filings and payments, except for any employment tax withholding that are the sole responsibility of the City.

13. Representations and Warranties. Employee warrants, represents, and affirms that Employer has not made and Employee is not relying on any representations or inducements in signing this Agreement, other than the representations or inducements contained in this Agreement.

14. Governing Law and Jurisdiction. This Agreement is governed by and shall be construed and enforced in accordance with the laws of the State of Michigan.

15. Effective Date. This Agreement shall become effective upon execution of this Agreement by both parties, provided that the seven (7) day revocation period set forth in Paragraph 10 has expired without Employee revoking this Agreement, and further provided that this Agreement has been approved by the City Council for the City of East Lansing, Michigan.

THE PARTIES HAVE READ AND FULLY CONSIDERED THIS AGREEMENT AND GENERAL RELEASE AND MUTUALLY DESIRE TO ENTER INTO THIS AGREEMENT.

Robert Belleman
ROBERT BELLEMAN

Dated: June 12, 2026

Amy J. Belleman
WITNESS

Dated: 6-12-2024

Eric Althaus
THE CITY OF EAST LANSING

Title: Mayor

Dated: 6/16/2026

Emily Jordan
WITNESS City Clerk

Dated: 6/16/26

approved as to legal City Attorney
