

**SEPARATION AGREEMENT AND  
FULL AND FINAL RELEASE**

Vernon Coakley (“Coakley”) and the City of Kalamazoo. (“the City”), enter into the following Separation Agreement and Full and Final Release (the “Agreement”) for an orderly separation of Coakley’s employment with the City and for the complete resolution of any claims or disputes arising out of Coakley’s employment with or separation from the City.

1. Separation Date. Coakley’s employment with the City will end on December 31, 2022 (“the Separation Date”). Coakley will receive his regular earnings through December 31, 2022.

2. Payments and Benefits. In consideration for Coakley signing this Agreement, the City agrees as follows:

a. Severance Pay. The City will pay Coakley the equivalent of twelve (12) months’ severance equaling the sum of \$155,250.00 Dollars and 00/100 cents (\$155,250.00), less applicable tax withholdings. Said severance payment will be paid in a lump-sum coinciding with the first administratively feasible pay date in January 2023 following the expiration of the revocation period, provided the City receives this Agreement executed by Coakley and provided the Agreement is not revoked in accordance with Paragraph 15 below.

b. Retirement Benefits. The City will permit Coakley to retire with 24.3333 years of Credited Service; with a Final Average Compensation based of \$153,164.71; and with the Percentage Factor (Multiplier) of 2.7 for purposes of the City’s Employees’ Retirement System. Coakley’s effective retirement date will be January 1, 2023. An illustrative retirement worksheet is attached as Exhibit A. Coakley shall work directly with **Steve Vicenzi CFO/Director of Management Services, City of Kalamazoo, at 269-337-8336** to effectuate his retirement benefits. Coakley will begin drawing retirement benefits on January 1, 2023. As a regular retirant, Coakley will be entitled to receive the same level of healthcare benefits, post retirement adjustments, and all other benefits that other regular Public Safety retirants with 25 years of credited service would receive.

c. Vacation and Sick Pay Payout. The City will pay Coakley 100% of his accrued vacation time and 50% of his accrued sick time (calculated as of December 31, 2022). This lump-sum will be paid coinciding with the first administratively feasible pay date in January 2023 following the expiration of the revocation period, provided the City receives this Agreement executed by Coakley and provided the Agreement is not revoked in accordance with Paragraph 15 below.

d. Joint Public Statement. The City and Coakley will release a mutually agreed upon joint public statement that has been attached as Exhibit B to this Agreement announcing his retirement on or around the Separation Date.

e. The City will issue an IRS Form W-2 to Coakley reflecting the payments set forth in Paragraphs 2(a), (b), and (c) and, as legally required, monies will be reported by the City to any tax authorities on appropriate forms. Coakley agrees that he is not entitled to any other compensation or benefits of any kind from the City except for any benefits as outlined in this Agreement and his retirement benefits. Subject to contribution limits established by the Internal Revenue Service, the City will provide Coakley with the opportunity to designate portions of the payments set forth in Paragraph 2(a) and 2(c) as deferred compensation and contributions to his retirement account established under Internal Revenue Code 457(b).

f. The City will inform the Michigan Commission on Law Enforcement Standards (“MCOLES”) that Coakley retired from the City and was in “good standing” as of his retirement date as shown on the form that has been attached as Exhibit C to this Agreement. To the extent MCOLES makes any additional inquiries, the City will respond truthfully and in accordance with the law. Coakley will retire from the City with a chief’s retiree badge and ID.

3. Tax Withholding. Coakley understands and agrees the payments provided under Section 2 will be subject to applicable income tax withholdings and that he has and shall have sole responsibility for the payment of any other federal, state, and/or local income taxes and any FICA or other payments which may be required to be paid by him on account of the monies paid to him pursuant to this Agreement.

4. Release, Waiver and Covenant Not to Sue. In consideration for the severance benefits provided in Paragraph 2 above, Coakley, for himself, his heirs and personal representatives, fully and forever releases and discharges the City, its officers, directors, officials, employees, benefit plans and fiduciaries, in their official and individual capacities, both past and present (the “Released Parties”), from all claims and charges, whether known or unknown, arising prior to or on the effective date of this Agreement based upon or in any way related to his employment with or separation from the City. This Agreement includes, but is not limited to, all claims or charges which could have been raised under common law, failure to hire, breach of contract, wrongful discharge, promissory estoppel, defamation, invasion of privacy, intentional infliction of emotional distress, negligence, interference with contractual or other relationships, or any federal or state statutes, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Equal Pay Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification (WARN) Act, the Fair Labor Standards Act, the Elliott-Larsen Civil Rights Act, the Whistleblower’s Protection Act, the Michigan Wages and Fringe Benefits Act, and the Michigan Persons With Disabilities Civil Rights Act.

5. Confidentiality of Agreement. Coakley agrees that the terms of this Agreement are confidential and shall not be divulged to any third party except for Coakley’s spouse, tax advisors, accountants, financial advisors, retirement advisors and/or attorneys who shall be advised of and shall agree to be bound by this confidentiality provision.

6. Confidentiality. Coakley reaffirms and acknowledges his obligation to keep confidential and not disclose or use the City’s, confidential information and governmental information. Coakley represents that to the best of his knowledge he has returned to the City all property and confidential information of the City. This requirement does not apply to Coakley’s own personnel records or any information given to Coakley regarding his benefits or the terms of his employment.

7. Return of the City Property and Personal Property. Coakley shall immediately, but in no event less than three (3) business days following the Separation Date, return to the City all property of the City in Coakley’s possession including, but not limited to, keys, building access cards, files, computers, tablet devices, credit cards, correspondence, business notes, memoranda, documents, data files, electronic files, and all other materials relating to the City’s business or operations. The City agrees not to make, keep, or deliver to anyone else electronic copies, photocopies or other facsimiles of such materials, except pursuant to the Michigan Freedom of Information Act. Coakley may pick up his personal items kept at the City on December 23, 2022 at 9:00 pm.

8. No Re-Employment. Coakley agrees that neither he, nor anyone acting on his behalf, will seek employment, re-employment or independent contractor status for him in the future with the City and agrees that this Agreement shall constitute a legitimate, nondiscriminatory basis upon which to refuse to consider any such application. Coakley further understands and agrees that this provision is a material term of this Agreement that reflects his intention as well as the City's intention that he will never again have any sort of employment or independent contractor relationship with the City.

9. Non-Disparagement. Coakley agrees that he will not disparage, attempt to discredit, or otherwise call into disrepute the City, its employees, or any of its services in any manner which would damage the business or reputation of the City, its officials, officers, and employees. Provided, however, in the event that Coakley is subpoenaed or is compelled to give testimony in litigation involving the City or Coakley, truthful responses by Coakley will not be a violation of this Agreement. The City agrees that the City Manager, the Deputy City Manager, and the Chief Operating Officer will not disparage, attempt to discredit, or otherwise call into disrepute Coakley in any manner which would damage the business or reputation of Coakley. This paragraph does not preclude the release of public records prepared, owned, used, in the possession of, or retained by the City in the performance of an official function, including but not limited to Coakley's personnel file, the investigative report prepared by INCompliance, and this Agreement, pursuant to a request made under the Michigan Freedom of Information Act, MCL 15.231 et seq. To this end, Coakley agrees to waive his right under the Michigan Law Enforcement Officer Involuntary Statement Act, MCL 15.391 so as to permit the release of his statements contained in the INCompliance investigative report.

10. No Litigation. Coakley understands and agrees that he may not file a lawsuit or claim of any type in any forum against the City, or its officers, directors, officials, employees, benefit plans and fiduciaries that has been waived in connection with this Agreement, and that if he does, the lawsuit or claim will be immediately dismissed and Coakley will return to the City the full severance amount paid pursuant to this Agreement, and pay to the City all of the costs, expenses and attorneys' fees incurred by the City in defending against such a lawsuit or claim. Nothing in this Agreement shall be construed to prohibit Coakley from participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. However, Coakley agrees to waive his right to recover any monetary damages in any charge, complaint, or lawsuit filed by Coakley or by any third party on his behalf.

11. No-Admission of Liability. By executing this Agreement, each party specifically denies any wrongdoing as to the other party, and specifically disclaims any violation of any law, contract, public policy, or the commission of any tort.

12. Leave/Injuries. Coakley affirms that Coakley has been granted any leave to which Coakley was entitled related to state or local leave or disability accommodation laws. Coakley further affirms that he has no known workplace injuries or occupational diseases that he has not already reported to the City.

13. Entire Agreement. Coakley 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 City, except as expressly stated in this Agreement.


14. Severability. Coakley agrees that whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid under applicable law, such provision will be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15. Review and Revocation Periods. Coakley acknowledges that he has been advised to consult with an attorney of his own choice regarding his rights and obligations under this Agreement. Coakley further acknowledges that he was given a period of twenty-one (21) days within which to consider this Agreement. Coakley understands that during the seven (7) day period following his signature on this Agreement, he may revoke this Agreement by sending a written statement of revocation within the seven (7) day revocation period to **Laura Lam, Chief Operating Officer, at laml@kalamazoo.org**, and this Agreement will not become effective or enforceable until the seven (7) day revocation period has expired without his exercise of his right to revoke.

16. Applicable Law. This Agreement shall be interpreted and governed by federal law if applicable, and if not applicable, by the laws of the State of Michigan.


17. Signature. This Agreement may be signed in counterpart, each of which shall be deemed to be an original and all of which together shall constitute one instrument. Facsimile or electronic images of signatures shall be effective to the same extent as original signatures.

**COAKLEY ACKNOWLEDGES THAT BEFORE SIGNING THIS AGREEMENT HE HAS READ IT, HE FULLY UNDERSTANDS ITS TERMS, CONTENT AND EFFECT, HE WAS GIVEN THE OPPORTUNITY TO CONSULT AN ATTORNEY OF HIS OWN CHOOSING, AND HE HAS RELIED FULLY AND COMPLETELY ON HIS OWN JUDGMENT IN EXECUTING THIS AGREEMENT.**

  
\_\_\_\_\_  
Vernon L. Coakley

12 / 21 / 2022  
Dated

**THE CITY OF KALAMAZOO**

  
\_\_\_\_\_  
By: James K. Ritsema  
Its: City Manager

12 / 21 / 2022  
Dated

FORM APPROVED  
12-21-22  
CJR  
CITY ATTORNEY

# Exhibit A

## City of Kalamazoo Employees' Retirement System Benefit Estimate

### Member Data

Name : VERNON L COAKLEY      Social Security No. : ██████████  
 Date of Birth : ██████████      Gender : Male  
 Age at Retirement : ██████████

### Beneficiary Data

Name : ██████████      Social Security No. : ██████████  
 Date of Birth : ██████████      Gender : Female  
 Age at Retirement : ██████████      Relationship : Spouse  
 # of children under 18 : 0

### Retirement Data

Hire Date : 09/21/1998      Calculation Type : Estimate  
 Termination Date : 12/31/2022      Benefit Group : 21 - Public Safety, KPOA & KPSA  
 Effective Date : 01/01/2023      Retirement Type : Regular  
 FAC : \$ 153,164.71      Option Elected :  
 Contributions : \$ 118,832.41      Member Service : 24 Years 4 Months  
 Interest : \$ 148,575.85      Eligibility Service : 5 Years 4 Months  
 Workers Comp : \$ 0.00

### Results of Retirement Benefit Calculation

Benefit Formula : 2.7% \* 24.3333 years \* \$153,164.71

Form of Payment	Factor	Monthly Benefit	
		To Member	Potential To Beneficiary
S - Straight Life	1.00000	\$8,385.77	\$4,192.88
A - Cash Refund Annuity Annuity Amount \$1,847.79	0.99458	\$8,340.32	N/A
B - Joint & 100% Survivor	0.91169	\$7,645.22	\$7,645.22
C - Joint & 50% Survivor	0.95380	\$7,998.35	\$3,999.17
D - 10 Years Certain & Life	0.98650	\$8,272.56	N/A
E - 15 Years Certain & Life	0.97266	\$8,156.50	N/A
F - Joint & 100% Surv. Pop-Up	0.90532	\$7,591.80	\$7,591.80
G - Joint & 50% Surv. Pop-Up	0.95031	\$7,969.08	\$3,984.54

\*\*\*\*\* This is Only an Estimate \*\*\*\*\*

Important Note: This calculation is provided only as a point-in-time estimate and is not a guarantee of your actual benefit. This calculation may contain errors and is subject to correction even if utilized in a formal benefit determination. You may not rely on this calculation as an accurate statement of your benefit. The accuracy of this calculation is based on the underlying data and assumptions that were provided to us and utilized to generate this estimate. We reserve the right to alter this calculation at any time, including after the payment of a benefit. The plan also reserves the right to recover any payments made to you in error. If you become aware of any errors in this calculation, please contact a plan representative.

The GRS document retention policy requires destruction of all copies of this document no later than 7 years from the participant's date of retirement. You may want to retain a copy of this document in case this information is needed in the future.

# Exhibit B

**Statement Regarding Chief Vernon Coakley's Departure from  
The City of Kalamazoo's Department of Public Safety**

Kalamazoo's Department of Public Safety ("KDPS") Chief Vernon Coakley is retiring from KDPS effective January 1, 2023. Chief Coakley's departure from the City follows the completion of an independent, third-party investigation of misconduct allegations. The Chief disagrees with the findings and the nature of the investigation, but would like to thank the men and women of Kalamazoo Public Safety and the community for 24 and a half years of service.

The parties have resolved their differences in a separation agreement and full and final release.



# Exhibit C

**KDPS EMPLOYMENT SEPARATION NOTICE AND  
WAIVER OF NOTICE REQUIREMENT UNDER  
BULLARD PLAWECKI RIGHT TO KNOW ACT, MCL 423.501 *et. seq.***

Separating Officer Name:           Vernon Coakley          

Employee Number:                   27485                  

In accordance with the *Law Enforcement Officer Separation of Service Record Act ("LEOSSRA") (MCL 28.563 and 28.565)*, this record serves as notice to the Separating Officer as to the circumstances surrounding the separation of service and the Separating Officer's rights under LEOSSRA. This record and records pertaining to the Separating Officer are subject to release to another department should the Separating Officer seek employment as a law enforcement officer at another Michigan police agency. Specifically, the Separating Officer has the following rights:

1. The Separating Officer has the right to review his or her personnel record.
2. The Separating Officer has the right to review any record that details or affects the circumstances surrounding the separation of employment.
3. If the Separating Officer disagrees with the accuracy of the contents of any of the record outlined above, he or she may request the correction or removal of the portion of the record he or she believes is incorrect. Such a request shall be made to the Chief of Public Safety or designee.
4. If the Chief of Public Safety and the Separating Officer cannot come to a resolution reference the contents in question, the Separating Officer may submit a written statement explaining the Separating Officers' position and the basis for his or her disagreement. The written disagreement will be attached to this record and remain in the Separating Officer's personnel record.

The reason for separation is (Circle applicable answer):

- Retirement in Good Standing
- Resignation in Good Standing
- Resignation – Fail to Complete Training Requirements
- Resignation During Pending Internal Investigation
- Resignation in Lieu of Termination
- Termination

○ Other \_\_\_\_\_

The circumstances surrounding the separation are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signing below, the Separating Officer acknowledges his or her rights under the LEOSSRA and the Bullard Plawecki Right to Know Act (“Bullard Plawecki”), MCL 423.501 *et. seq.*, and asserts that he or she has been given the opportunity to review all pertinent records and to supply a written disagreement with any part of the record that they believe to be inaccurate.

AND

BY SIGNING THIS NOTICE AND WAIVER, THE SEPARATING OFFICER SPECIFICALLY WAIVES WRITTEN NOTICE REQUIRED UNDER BULLARD PLawecki IF DISCLOSURE IS PURSUANT TO A WRITTEN, SIGNED EMPLOYMENT APPLICATION WITH ANOTHER EMPLOYER.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date