

SEPARATION AGREEMENT AND RELEASE
(FOR PARTICIPATION IN 2017 VOLUNTARY EARLY SEPARATION INCENTIVE PROGRAM)

_____ (The "Employee"), an active full-time employee of the University of Detroit Mercy (the "University") hereby voluntarily submits his or her notice to resign as an employee of the University effective _____ [insert date; must be no later than December 31, 2018] pursuant to the terms of the 2017 Voluntary Early Retirement Incentive Plan ("VESIP"). Those terms are stated in an VESIP Description dated July 14, 2017 and are incorporated into this Separation Agreement and Release ("Agreement") by reference. In order to be effective, Employee's eligibility for the benefits under the VESIP must first be confirmed and agreed to by the University, and Employee's resignation accepted by the University, by the execution of this Agreement by the University's Associate Vice President for Human Resources, below.

1. **SEVERANCE ALLOWANCE:** In exchange for Employee's resignation as described above and Employee's other agreements contained in this Agreement, the Employee will receive a Severance Allowance from the University with payments equal to Employee's annual base salary as a full-time University employee as of July 14, 2017, less applicable taxes and other required withholdings. These payments shall be delivered in substantially equal installments over twelve (12) months, on each regular University pay date commencing with the first regular University payday following the later of: i) the effective date of this Agreement (defined below) and ii) the effective date of the Employee's resignation (identified above).
2. **MEDICAL, RX, AND DENTAL:** If Employee timely elects continuation coverage for their group medical, prescription drug, and/or dental coverages as a Retiree under the terms of the University of Detroit Mercy Health Benefit Plan (the "Plan"), the University will pay 100% of the Employee-only premium for such coverage for up to eighteen (18) months of the continuation coverage period. This University-paid dental coverage is in lieu of the Retiree dental coverage available under the Plan.
3. **FACULTY OFFICE USE:** If Employee is a member of the University's faculty as of the effective date of this Agreement, the Employee may elect to continue to use their existing office for their personal use for up to twelve (12) months from the effective date of the Employee's resignation. Use of office space also includes the ability to, on a limited/restricted basis, continue to use any University-provided computer, telephone, and internet services, for the Employee's personal, non-confidential use. The Employee hereby agrees that he or she will not use University-provided computer equipment, telephones, or internet services to perform any activity or duty the Employee had during the course of employment with the University (e.g., Employee will not access or attempt to access University records, will not advise or supervise students or former co-workers, etc.) Employee hereby agrees he or she will be fully

responsible and will indemnify the University for all legal damages and costs caused through Employee's use of such equipment or by Employee's use of such equipment for any prohibited or improper purpose. The University continues to own and maintain such office and equipment, including any data stored on such equipment or in the University's computer server(s) and email exchange servers.

4. **CONSIDERATION:** The payment of the Severance Allowance, the University-paid continuation coverage described in section 2, and the continued office use described in section 3 (when applicable)("Consideration") is not otherwise due and owing to the Employee, but is offered to the Employee under this Agreement in exchange for the Employee's promises and commitments under this Agreement.
5. **COOPERATION:** Following Employee's resignation date, Employee agrees that he or she will not (a) engage in any action or activity that disparages or criticizes the University or its management or practices or which disrupts or impairs its normal operations or harms the reputation of the University with its students, staff, faculty or the public, (b) interfere with existing contractual relationships with students, staff, faculty or other entities. However, nothing herein shall restrict the Employee from speaking to matters of public concern or shall be construed to prohibit or to restrict any statements by the Employee to the Equal Employment Opportunity Commission ("EEOC") or any other state or federal agency in the course of participating in an agency proceeding.

Employee agrees to return to the University all University property in his or her possession as of his or her resignation date.

Employee agrees that, following his or her resignation date, Employee will provide reasonable cooperation with the University, at the University's expense, in connection with the prosecution by or defense of the University of any legal matters of which the employee has knowledge or may have been involved while a University employee.

6. **RELEASE:** In exchange for the University's promises and the Consideration set forth in this Agreement, the Employee hereby releases and forever discharges the University, the University's Board of Trustees, and their respective employees, agents, insurers, attorneys, benefit plans and plan fiduciaries, and any other representatives, and each of their respective successors and assigns (collectively, "Released Parties"), separately, together, or in any combination, from any and all claims, suits, charges, grievances or causes of action, damages and liability of any kind (other than agreed upon pay and benefits for services provided on or before the Employee's resignation date) related to or arising prior to the Employee's employment and those related to or arising prior to the Employee's separation from employment with the University, or otherwise.

- a. The claims being released by this provision, to the fullest extent allowed by law, include, but are not limited to, any claims of discrimination under federal or state statute (including but not limited to the Age Discrimination in Employment Act, 29 USC Section 621 et seq., as amended by the Older Workers' Benefit Protection Act), breach of express or implied contract, breach of any collective bargaining agreement, violation of any other law (including but not limited to the Family and Medical Leave Act, the Whistleblowers' Protection Act, or the Public Employment Relations Act), or any tort or other claim under common law or legal or equitable theory.
- b. The only claims that Employee is not waiving and releasing are those concerning the validity of this Agreement, the Consideration that Employee will receive by accepting this Agreement, and any claims that, as a matter of law, cannot be waived or released. Nothing in this provision shall apply to Employee's right to enforce this Agreement.
- c. Employee acknowledges and agrees that other than the Severance Allowance and Employee's normal pay and benefits for the period from the date Employee signs this Agreement through the Employee's resignation date, and Employee's right to COBRA benefits, Employee is not entitled to any other compensation or remuneration arising out of the termination of Employee's employment. Employee further acknowledges and agrees that, except as provided herein, Employee has been fully and properly paid for hours worked as an Employee of the University, and waives the right to assert any claim to the contrary arising out of any period of service prior to the Employee's separation from service.
- d. This release will apply to any Charge of Discrimination regarding any events that occurred up to and including the date of Employee's signing of this Agreement. This Agreement will not prohibit Employee from filing a Charge of Discrimination with the EEOC or any other state or federal agency, but this Agreement includes a waiver of Employee's right to file a lawsuit or to receive any monetary recovery and any other remedies, if the EEOC or any other state or federal agency were to pursue any claims on Employee's behalf.

7. DEADLINES FOR PARTICIPATION IN VESIP BY EMPLOYEE, AND FOR REVOCATION OF AGREEMENT BY EMPLOYEE; EFFECTIVE DATE:

- a. The Employee's right to the Severance Allowance is conditioned on this Agreement being signed and submitted by the Employee to the University's Human Resources Office on or before 4:30 p.m. on December 29, 2017, and the University thereafter concluding that the Employee is thereby entitled to participate in the VESIP (as described above). Employee will have had at least forty-five (45) days to consider the terms

of this Agreement and to decide whether to accept and sign it. Employee will have had, as this Agreement informs Employee, the right and opportunity to consult with an attorney of Employee's choice, at Employee's expense, before signing this Agreement. Employee and the University agree that no change to this Agreement, material or immaterial, will have started a new forty-five (45) day period.

- b. This Agreement (and the obligation to pay the Severance Allowance) shall only become effective if this Agreement is also subsequently signed by the University's Associate Vice President for Human Resources **and** the Employee does not revoke this Agreement within seven calendar days thereafter. **If the Employee wishes to revoke this Agreement, then that revocation must be clearly stated in a signed written notice provided to the Associate Vice President for Human Resources within seven (7) calendar days after the Associate Vice President for Human Resources has signed this Agreement.** A revocation must be postmarked and addressed to the University, hand-delivered to the University, faxed to the University (313) 993-1015 or emailed to Steve Nelson at nelsonsj@udmercy.edu. If revocation is made by regular mail, the use of certified mail, return receipt requested is recommended to show proof of mailing.
8. **VOLUNTARY PARTICIPATION:** The Employee hereby acknowledges that the Employee has submitted the above resignation knowingly and voluntarily, on his/her own free will, which means that no one is forcing or coercing Employee to sign it, and for valuable Consideration being provided to the Employee.
9. **ACKNOWLEDGEMENT OF ADDITIONAL CONSIDERATION, AND NON-WAIVER OF OTHER SEVERANCE BENEFITS:** Employee further understands that this Severance Allowance is in addition to/above and beyond any payments or benefits to which the Employee would be entitled to receive without agreeing the terms of this Agreement. It is understood, however, nothing in this Agreement shall be construed as denying the Employee any right to any benefits or payments to which the Employee would be entitled to receive as a terminating employee of the University under its normal policies and procedures. Employee's right to a Severance Allowance under the VESIP is solely controlled by this Agreement.
10. **WAIVER OF FUTURE EMPLOYMENT:** As a part of this Agreement, the Employee waives any right to future employment by the University in any capacity, and that the University's failure to reemploy him/her may be made solely in reliance on this understanding.
11. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Employee and the University with respect to the subject(s) of this Agreement, and the Employee agrees that, other than with respect to the

Employee's individual employment agreement which he or she may have with the University, there are no other agreements between the Employee and the University. The Employee further agrees that any future agreements between them must be in writing and signed by both parties in order to be effective.

12. **CONTROLLING LAW:** This Agreement shall be construed under Michigan law. Should any provision of this Agreement be determined by a court of competent jurisdiction to be void, that determination shall not affect the enforceability of the remaining provisions of this Agreement.

13. **ACKNOWLEDGMENT OF COMPLIANCE WITH FEDERAL REQUIREMENTS:**

a. By signing this Agreement, the Employee acknowledges that the Employee has received a copy of this Agreement and has had at least forty-five (45) days to consider it before signing it with the understanding that, under the federal Age Discrimination in Employment Act, the Employee is entitled to these forty-five (45) days to consider this Agreement and to consult with an attorney (as the Employee is advised to do) before signing this Agreement.

b. By signing this Agreement, the Employee also acknowledges that the Employee has received a list, by job classification and age, of all employees who are and are not eligible for participation in the VESIP.

14. **GENERAL:**

a. The Consideration that Employee will receive under this Agreement is sufficient to form a binding contract and is in full accord and satisfaction of any claims that Employee has, may have, or may have had against any of the Released Parties about anything that occurred before the date when Employee signs this Agreement, including any claims arising out of Employee's employment with the University or the termination of that employment.

b. This Agreement will not be used or construed as an admission of liability or wrongdoing by any of the Released Parties. The Released Parties specifically deny that any of them has acted unlawfully, tortiously, or in violation of any employment contract or collective bargaining agreement toward Employee during Employee's employment or in connection with the termination of that employment or that any of them acted in a manner that was susceptible of inflicting any damages or injury to Employee.

c. If Employee alleges any claim under federal, state, or other law that existed or is alleged to have existed and that is released under this Agreement, then the Released Parties may assert this Agreement as a complete bar and defense to that claim, and Employee will reimburse the

