

**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 benefit \_\_\_\_\_ ty y S

**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



- 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



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

Released Parties for any expenses and attorney's fees that the Released