

CONFIDENTIAL MUTUAL SEPARATION AND RELEASE AGREEMENT

This Confidential Mutual Separation and Release Agreement (the "Agreement") is made and entered into by and between _____ (hereinafter referred to as "Participating Employee" and Wayne State University, its officers, employees and agents (collectively, "WSU").

WHEREAS, WSU has offered a 2020 Academic Faculty & Staff Retirement Incentive Program (the "Plan") (a copy of which has been provided to Participating Employee) with an election period of September 2, 2020 through October 19, 2020.

WHEREAS, Participating Employee has voluntarily elected to retire pursuant to the Plan, and the parties intend a mutual separation of their employment relationship based upon this voluntary Plan;

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Agreement and the Plan, Participating Employee and WSU hereby agree as follows:

1. Participating Employee, after consultation with his/her supervisor, agrees to retire pursuant to the Plan effective _____.

2. Participating Employee will receive the benefits provided by the Plan in accordance with his/her age and service points.

3. Participating Employee hereby fully and forever promises not to sue and releases WSU from any and all claims whatsoever, whether known or unknown, suspected or unsuspected, and whether founded in fact, law or equity, that s/he had, has, or may have against WSU, arising on or before the date of this Agreement. This includes, but is not limited to: tort claims, intentional tort claims, claims of discrimination of any nature under state and federal statutory or common law (including, but not limited to, claims of age, race, color, national origin, gender, height, weight or disability), harassment, retaliation, intentional or negligent infliction of emotional distress, libel and slander, defamation, violation of public policy, claims arising under or based upon Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq., 42 U.S.C. § 1981; Executive Order 11246, 30 C.F.R. 12319; the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., the Older Workers Benefit Protection Act of 1990, section 7(f) to the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 626(f); the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; Michigan Elliott-Larsen Civil Rights Act, M.C.L. § 37.2101, et seq.; the Michigan Persons with Disabilities Civil Rights Act, M.C.L. § 37.1101 et seq., the Michigan Whistleblower's Protection Act, M.C.L. § 15.361, et seq.; the Family and Medical Leave Act 29 U.S.C. § 2604 et seq.; the Michigan Public Employment Relations Act, (PERA), M.C.L. § 423.231, et. seq.; Michigan Workers' Disability Compensation Act, M.C.L. § 418.301(11); the Michigan Wage and Fringe Benefits Act, M.C.L. § 408.471, et. seq.; the

Equal Pay Act, 29 U.S.C. § 206 et seq. or Lilly Ledbetter Fair Pay Act of 2009; and any other federal or state constitutions, federal, state or local statute, or any contract, quasi-contract, collective bargaining agreement, practice, policy or procedure of WSU, and any and all claims or potential claims concerning his employment or separation from employment from WSU, whether known or unknown, suspected or unsuspected, concealed or hidden, or whether developed or undeveloped, up through the date of his execution of this Agreement.

4. Participating Employee agrees that s/he will keep the terms, conditions, and amounts of this Agreement completely confidential, and will not hereafter voluntarily disclose any information concerning this Agreement to anyone except his/her immediate family, legal counsel, accountants, and financial advisors, provided they agree to keep such information confidential and not disclose it to others.

5. Participating Employee agrees that s/he will not disparage or speak in a negative or critical manner about WSU, its officers, employees or agents, or its policies or activities, to any third party, particularly with regard to the circumstances giving rise to the Plan and this Agreement. WSU agrees that its officers and supervisors will not disparage or speak in a negative or critical manner of or about Participating Employee.

6. Participating Employee cannot work in any benefits eligible capacity for WSU on any day during the period that begins with the first day of retirement and ends five years later.

7. This Agreement shall be binding upon and inure to the benefit of the successors, heirs, assigns, personal representatives, subsidiaries, divisions and related companies, if any, of each of the parties hereto.

8. Should any portion of this Agreement be declared or determined by any Court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby, and the illegal, unenforceable or invalid part, term or provision will be deemed not to be part of this Agreement.

9. This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof, the terms of which are contractual, and it is expressly understood that no amendment, deletion, addition, modification, or waiver of any provisions of this Agreement shall be binding or enforceable unless in writing and signed by both parties hereto. This Agreement supersedes all previous agreements, written or oral, and understandings with respect to the subject matter of this Agreement and any such agreements are now terminated.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. Participating Employee hereby affirms and acknowledges that s/he has been given a copy of the Plan and has read the Plan and this Agreement and that s/he has been advised to consult with an attorney prior to signing this Agreement. Participating Employee also affirms that s/he understands the meaning of the terms of this Agreement and their effect and that s/he agrees that the provisions set forth in this Agreement are written in language that s/he understands. Participating Employee represents that s/he enters into this Agreement freely and voluntarily.

12. Participating Employee acknowledges that:

(a) **S/he has at least forty-five (45) days to consider the terms of this Agreement, to discuss all aspects of this Agreement with his/her attorney if s/he wishes to do so, and to decide whether to accept it. Pursuant to the provisions of the Older Worker Benefit Protection Act, s/he is entitled to a period of forty-five (45) days to consider this Agreement after s/he receives it.**

(b) S/he may voluntarily and knowingly sign this Agreement before the end of the forty-five (45) day period. **WSU has not made any promises, inducements, representations or threats to cause or coerce Participating Employee to sign this Agreement before the end of the forty-five (45) period.**

(c) If Participating Employee voluntarily and knowingly signs this Agreement before the end of the forty-five (45) day period, then by his/her signature on the Agreement s/he acknowledges that s/he has freely, voluntarily and knowingly waived his/her right to the full 45-day period under the Older Worker Benefit Protection Act; and that the mandatory seven (7) day revocation period set forth in paragraph 12(g) below, will start on the first day after the date when Participating Employee signs this Agreement.

(d) **Participating Employee has carefully read this Agreement, understands it, and is entering into this Agreement knowingly and voluntarily, which means that neither WSU nor anyone else is forcing Participating Employee to sign it.**

(e) In signing this Agreement, Participating Employee has not relied upon any WSU representation or statement about the subject matter of this Agreement that is not set forth in the Agreement.

(f) Participating Employee is entitled to revoke this Agreement within seven(7) calendar days after signing it, whether s/he has taken the full forty-five (45) day period or less to consider this Agreement. This Agreement shall not become effective or enforceable until the revocation period has expired. **WSU will not give Participating Employee the payments set forth in the Plan until (i) the time to revoke has expired and no revocation has occurred; and (ii) the effective date of retirement as set forth in Paragraph 1 above.** If Participating Employee revokes this Agreement during the seven(7) day revocation period, this Agreement will not be effective or enforceable, and Participating Employee will not receive the payments/benefits set forth in the Plan.

(g) Participating Employee must revoke this Agreement by notifying WSU of his/her desire to do so in writing, hand-delivered, or by certified mail, return receipt requested, to Brett Green, Senior Director, Benefits and Wellness, 3638 Academic Administration Building, 5700 Cass Avenue, Detroit, Michigan 48202, within fourteen (14) calendar days after signing this Agreement. To be effective, such notice of revocation, if mailed, must be postmarked within such fourteen (14) day period.

(h) Participating Employee **understands and acknowledges that by signing this Agreement and by not revoking this Agreement during the revocation period, Participating Employee shall be legally bound by this Agreement.**

(i) Participating Employee acknowledges that he/she has not been provided legal or tax advice by WSU and that he/she has been advised that he/she should seek tax and/or legal advice before entering into this Agreement.

13. WSU reserves the right to reject Participating Employee's election to participate in the Plan in the event that such election will have a detrimental effect on the institutional operations of Participating Employee's department/college/school. Said determination shall be in the discretion of the Vice President of the Unit.

WSU reserves the right to make this determination at any time prior to the end of the election period of October 19, 2020.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20__.

Participating Employee

On this ____ day of _____, 20__, personally appeared before me, _____, to me known to be the person described in and who executed the foregoing separation and release agreement, and who acknowledged that s/he executed the same as his/her free act and deed.

Notary Public
_____ County, Michigan
My Commission expires : _____

Wayne State University

By Its Authorized Representative

Title: _____

Dated: _____