

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is made this ^{7th} day of ~~October~~^{November}, 2014, between the City of East Lansing (hereinafter "the City"), the East Lansing Supervisory Independent Union/ELSIU ("the Union") and Mr. Wayne Beede (hereinafter "Mr. Beede").

WHEREAS, Mr. Beede and the City, without any admission of liability, wish to amicably settle, compromise, dispose of and release any and all claims, disputes, demands and causes of action whatsoever asserted, or which could be asserted, arising out of Mr. Beede's employment with the City:

IT IS NOW, THEREFORE, AGREED AS FOLLOWS:

As used herein, the term "the City" means the City of East Lansing, Michigan and its past, present and future: City Council, individual Council Members, Mayor and elected officials, officers, employees, agents, representatives, successors and assigns. As used herein, the term "the Union" means the East Lansing Supervisory Independent Union/ELSIU and its and its past, present and future: officers, employees, agents, representatives, successors and assigns. As used herein, the term "Mr. Beede" means Mr. Wayne Beede and his heirs, agents, representatives, successors and assigns.

1. Mr. Beede agrees to, and hereby does, voluntarily and irrevocably resign from his employment with the City. He also agrees that he is not eligible for re-employment with the City and agrees not seek employment with the City in the future. The City hereby accepts Mr. Beede's resignation.

2. The City, in consideration of promises and agreements of the Union and Mr. Beede as set forth herein, hereby agrees that, unless Mr. Beede revokes this Agreement as allowed under Paragraph 9, the City shall:

- a. Pay Mr. Beede a total of \$26,450, less any applicable deductions. This amount shall be paid out through the City's bi-weekly payroll based upon Mr. Beede's normal base paycheck. It is understood that the final payment may be smaller if the total amount is not equally divisible by Mr. Beede's normal base wage paycheck. The City shall cease deductions for union dues, the health savings plan and for the employee's share of the pension contribution. All other deductions shall remain in place, including health care premium contributions, taxes and any Court ordered payments. It is further understood that Mr. Beede shall cease being an employee of the City as of the date of his resignation. As such, he shall no longer receive retirement credit after that time.
- b. Provide a neutral letter of reference, as set forth in Attachment A.
- c. Continue Mr. Beede's current health insurance coverage, subject to Mr. Beede's obligation to continue to make the same level of premium contributions as were in place on October 1, 2014, for the months of October, November and December, 2014. All obligations of the City under this sub-paragraph 3(C) shall cease in the event that Mr. Beede becomes eligible for comparable health insurance through subsequent employment.

3. In return for the consideration contained herein, Mr. Beede hereby generally releases and forever discharges the City and the Union from any and all suits, claims or causes of action of any type. Without limiting the generality of the foregoing general release, the parties specifically agree that this release and discharge includes any suits, claims or causes of action which could have arisen out of Mr. Beede's employment relationship with the City including, but not limited to, the following:

- A. Any suit, claim or action alleging that Mr. Beede was illegally, improperly or unfairly forced to resign, retire or was terminated from, his employment with the City;
- B. Any suit, claim or action alleging that the City breached any provision of its charter, ordinances, articles or similar governing document(s);
- C. Any suit, claim or action alleging that the City breached any contract or other agreement, expressed or implied;
- D. Any suit, claim or action alleging that the City violated any provision of any employee handbook, personnel manual or policy, procedure or rule, however named;
- E. Any suit, claim or action alleging any violation of any federal, state or local statute, law, ordinance, regulation or order, including but not limited to, the following: the Fair Labor Standards Act, 29 U.S.C. 201 *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e *et seq.*; the Civil Rights Act of 1866, 42 U.S.C. 1981 and/or 1983; the Civil Rights Act of 1991, Pub. L. No. 102-166; the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; the Family and Medical Leave Act, Pub. L. No. 1030-3; the Elliot-Larsen Civil Rights Act, M.C.L. 37.2101 *et seq.*; the Michigan Handicappers' Civil Rights Act, M.C.L. 37.1101 *et seq.*; the Michigan Minimum Wage Law of 1964; the Michigan Act Regulating Payment of Wages and Fringe Benefits, M.C.L. 408.471, the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, and/or any state or federal law pertaining to the treatment of current or former military personnel including Michigan's Veterans' Preference Act, MCL 35.401 *et seq.*;
- F. Any suit, claim or action alleging that Mr. Beede was discriminated against during his employment with the City on the basis of age in violation of the Age Discrimination in Employment Act, 29 U.S.C. 621, *et seq.*, as amended and the Older Workers' Benefit Protection Act. Included in this release and discharge is any suit, claim or action that Mr. Beede's resignation was in violation of the Age Discrimination in Employment Act and/or the Older Workers' Benefit Protection Act. This release does not waive rights or claims which arise after the signing of this Agreement. It is agreed that this waiver is supported by valuable consideration to which Mr. Beede would not have been entitled in the absence of this Agreement. In particular, the parties agree that the first \$1,000 of the November 14, 2014 payment called for in paragraph 2(a) is attributable to Mr.

Beede's release of claims under the Age Discrimination in Employment Act, 29 U.S.C. 621, *et seq.*, as amended and the Older Workers' Benefit Protection Act.

- G. Any suit, claim or action over which any state or federal court would have jurisdiction, including, but not limited to, any claims of mental and/or physical injury, damages to or loss of personal reputation, defamation, intentional infliction of emotional distress, negligence and/or gross negligence, or, violation of constitutional rights; and,
- H. Any suit, claim or action for salary, fringe benefits and/or other costs, expenses or attorney fees.

4. Mr. Beede further promises and agrees not to file a lawsuit based upon any rights or claims released in this Agreement, and further agrees not to allow or authorize any person or entity to file such lawsuit on his behalf against any released party. Mr. Beede further promises and agrees not to accept any monetary damages which arise out of, or in connection with, any administrative claims which may be filed with, or pursued independently by, any governmental agency against any released party.

5. The Union agrees not to file any grievance, arbitration demand, suit or other complaint arising from, relating to, concerning or touching upon the City's decision to place Mr. Beede on a paid administrative leave prior to the signing of this agreement, the City's investigation of certain actions of Mr. Beede, or any aspect of the ending of Mr. Beede's employment relationship with the City.

6. The parties agree that this Agreement constitutes the entire agreement between the parties pertaining to the subject matter addressed herein, and supersedes any other agreement, written or otherwise. Mr. Beede also agrees that he has not been promised any consideration other than that specifically listed in this Agreement. He further agrees that he is not relying upon any promise, representation or other statement from the City other than that listed herein.

7. Mr. Beede enters into this Agreement knowingly and voluntarily. He further understands that this is a legal and binding document, and acknowledges that he has been advised by the City to consult with an attorney prior to execution of this Agreement.

8. Mr. Beede has the right to consider this Agreement for twenty-one (21) days before signing it. He acknowledges that if he signs this Agreement before the running of the twenty-one (21) day waiting period, he has done so with the full knowledge and understanding that he was entitled to the full twenty-one (21) days within which to consider this Agreement. Mr. Beede further acknowledges that any decision on his part not to utilize the full twenty-one (21) day waiting period is done of his own volition and not at the urging of the City. The parties agree that changes to this Agreement shall not restart the running of the twenty-one (21) day period. If this Agreement is not signed and returned to the City within the twenty-one (21) day period, the Agreement is hereby withdrawn.

9. Mr. Beede may revoke this Agreement by notifying, in writing, the City's Human Resources Director within seven (7) days from the date he signs it. If this Agreement is not so

revoked, it shall become effective, enforceable and irrevocable. Any rights or claims arising after the date of this Agreement are not waived.

10. Mr. Beede agrees to return all property, computer equipment, data and other physical and/or intellectual property belonging to the City.

11. Mr. Beede agrees that, except as required by duly issued and enforceable legal process, he shall not disclose the fact, terms, amount or any information concerning this Agreement to any other person or entity except that he may make such disclosure to his spouse, attorney and tax advisors who, as Mr. Beede's agents, shall be bound by this provision. Mr. Beede further recognizes and acknowledges that this confidentiality provision is a material term of this Agreement, and that its violation by Mr. Beede or his agents will constitute a material breach.

12. The parties agree that the terms and provisions of this Agreement do not represent, nor are they intended to create, any form of precedent or past practice in any matter involving other City employee(s). The parties also agree that the terms and provisions of this Agreement are not evidence of the parties' intent regarding any provision of any collective bargaining agreement.

13. If any provision, paragraph or subparagraph of this Agreement is found to be contrary to law, then such provision, paragraph or subparagraph shall not be deemed valid, except to the extent permitted by law, but all other provisions, paragraphs and subparagraphs shall remain binding and in full force and effect.

The parties understand that this Agreement is subject to, and contingent upon, approval by the City's City Council.

Mr. Wayne Beede

Wayne Beede
Date: 11/04/14

The City of East Lansing

By: [Signature]
Its: City Manager
Date: 11/14/14

East Lansing Supervisory Independent Union

By: [Signature]
Its: _____
Date: Nov 12, 2014