

**EXHIBIT A**

**EASTERN MICHIGAN UNIVERSITY  
VOLUNTARY EARLY RETIREMENT INCENTIVE PLAN**

**ELECTION TO PARTICIPATE, RESIGNATION & RELEASE AGREEMENT**

I, \_\_\_\_\_, enter into this Election to Participate, Resignation & Release Agreement (the “Agreement”) with Eastern Michigan University.

A. Notice of Resignation

By my signature on this Agreement, I voluntarily elect to participate in the Eastern Michigan University Voluntary Early Retirement Incentive Plan (“Plan”). I have read the Plan, and I knowingly choose to voluntarily separate from employment at Eastern Michigan University and participate in the Plan.

B. Resignation

By my signature on this Agreement, I resign any and all employment with Eastern Michigan University effective on the date of my Separation of Service.

C. Release & Covenant Not to Sue

In exchange for the Plan benefit I will receive, to which I am not otherwise entitled, I voluntarily and knowingly release, waive, and give up, any and all claims or causes of action, known or unknown, that I may have against Eastern Michigan University and its Board of Regents, their officers, members, employees, agents and administrators, in their individual and representative capacity of the foregoing entities, (hereafter individually and collectively called the “University”). Except as stated herein, I promise never to sue the University, or make or file any claims of any kind whatsoever against the University.

I understand and intend for this release of claims to be interpreted in the broadest fashion permitted by law. This release includes, but is not limited to, all of the following:

- (1) Claims or actions arising out of or during my application for employment, employment with the University and/or my separation from that employment;
- (2) Claims of discrimination under state or federal law, specifically including claims under the federal Age Discrimination in Employment Act of 1967, as amended, the Older Worker’s Benefit Protection Act, the federal Civil Rights Act of 1964, the federal Americans with Disabilities Act, the Family and Medical Leave Act, the Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, and any other state, federal or local statute, rule or regulation;

- (3) Any other claims or actions whatsoever whether founded upon contract, tort, agreement, Board policy, federal or state Constitution, common law, violation of public policy, or any other theory;
- (4) Any claim for attorneys' fees or compensation or benefits of any type or nature whatsoever;
- (5) A complete relinquishment of any and all property rights, contractual or otherwise, in connection with my employment with the University.

I understand that this release does not apply to those actions or proceedings that are not waivable by law or any charge I may file with the EEOC, or any state or local fair employment agency acting as an EEOC referral agency, for purposes of filing a charge with the EEOC. I also understand I may cooperate with an investigation by the EEOC or EEOC referral agency. However, I knowingly and voluntarily waive, release, and give up my right to personally receive any money damages or other payment or benefit arising out of any such charge or investigation.

D. Acknowledgments

I understand and agree that:

- (1) I have been advised in writing by the University to consult with an attorney of my choice and at my expense before signing this Agreement. I have had adequate time to do so if I believed such consultation was necessary.
- (2) I am entitled to at least forty-five (45) days to consider this Agreement. If the full forty-five (45) days has not elapsed at the time I sign this Agreement, I acknowledge that I have knowingly and voluntarily chosen to sign this Agreement before the expiration of the forty-five (45) day period. No changes to the terms of the incentive Plan, whether material or immaterial, restarts the running of this forty-five (45) day period.
- (3) My waiver/release of rights under the federal Age Discrimination in Employment Act of 1967, as amended ("ADEA"), does not apply to any future claims or rights as that phrase is defined in the Older Workers Benefit Protection Act, including future ADEA claims.
- (4) If I change my mind about participating in the Plan, I understand that I may revoke this Agreement. In order to revoke, I must deliver a written revocation to the Vice President, University Human Resources Office at 140 McKenny Hall, Ypsilanti, MI 48197, which is received no later than 4:30 PM on the seventh (7<sup>th</sup>) calendar day after I have signed this Agreement. This Agreement is effective and enforceable after the seven (7) day revocation period, if I do not revoke it, without any further action by the University or me, provided that the conditions set forth in the Plan are met.
- (5) I am not otherwise entitled to the benefits I will receive under this Plan.

- (6) I sign this Agreement voluntarily, after carefully reading it, and fully understanding its contents. No representative of the University has influenced or coerced my decision to sign this Agreement.
- (7) I have received from the University information about this Plan relevant to my decision to resign at this time under the Plan. The job titles and ages of all employees eligible or selected for this Plan, and the ages of all individuals in the same job classifications or organizational unit who are not eligible or selected, were provided to me in writing by the University. I have had adequate time to consider such information and to ask questions.
- (8) If I elect to participate in the Plan that I am not eligible to be reemployed by the University in a benefits eligible position or as a contractor external to the University, unless an exception is approved in writing by the Divisional Executive Officer and the Vice President of University Human Resources.

E. Benefit Payment

If I am an Eligible Employee and comply with all the requirements of the Plan, I will receive the following benefit from the University:

- (1) Subject to applicable IRS limits, a onetime payment totaling forty percent (40%) of my current annual base salary as of May 26, 2017, less applicable withholding. The exact amount of the payment is contained in the cover memo to the Voluntary Early Retirement Incentive Plan that I have received.
- (2) I understand that the benefit payment will be made no later than my final pay for the month of September 2017, unless the University exercises its right to extend my separation of service date (to a date not later than February 16, 2018), in which case the payment will be made in the final pay of the month following my actual separation of service date. Failure to fulfill job requirements, including adherence to applicable collective bargaining agreements, policies and procedures through my separation date will result in forfeiture of the Plan benefits. No further compensation shall be earned after the eligible employee's voluntary retirement date.
- (3) I further understand that if I die after the effective date of my resignation, and before all benefits under the Plan have been paid, benefits under the Plan will be paid to the beneficiary I designated below. I understand that if I die before the effective date of my resignation, no benefits will be payable from the Plan to my beneficiary or any other person.

F. Return of University Property

On or before my voluntary retirement date, I understand that I must return all University equipment and property to the University, including but not limited to keys and University laptops.

G. No Unemployment Compensation Benefits

I understand that my voluntary retirement under this Plan renders me ineligible for unemployment compensation benefits. I agree not to file a claim for such benefits. I agree either to pay the University or to return to the University a portion of the Plan benefit equal to any such benefits if I file for and receive unemployment benefits after participating in this Plan.

H. Entire Agreement

This Agreement and the Eastern Michigan University Voluntary Early Retirement Incentive Plan contains the entire agreement and understanding between me and the University concerning my voluntary retirement with the University. There are no oral or written promises or representations other than those contained in this Agreement. There may be no modification of this Agreement unless in writing and approved by the University.

I. Binding Agreement

This Agreement binds me, my heirs, administrators, personal representatives, successors and assigns.

**I HAVE RECEIVED AND READ THE EASTERN MICHIGAN UNIVERSITY VOLUNTARY EARLY RETIREMENT INCENTIVE PLAN. I HAVE READ AND I UNDERSTAND THE TERMS OF THIS AGREEMENT AND I VOLUNTARILY ACCEPT THEM.**

_____		_____
Employee's Signature		Date
_____		
Employee's Printed Name		
_____		_____
Designated Beneficiary	Date of Birth	Relationship to Employee

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Election to Retire or Resign:

I am an Eligible Employee under the terms of the Plan and I am electing to retire from employment with the University on \_\_\_\_\_.

Received by the University on \_\_\_\_\_, 2017.

Time: \_\_\_\_\_

\_\_\_\_\_

Signed by Employee