

Settlement Agreement and Release of Claims

By and Between

**The University of Michigan, the College of Literature, Science, and the Arts,
Senior Lecturer John Rubadeau, and the Lecturers' Employee Organization**

January 10, 2019

This Settlement Agreement and Release of Claims (the "Agreement") is made by and between the University of Michigan ("University"), LEO Lecturer IV /Senior Lecturer John Rubadeau ("Dr. Rubadeau"), the College of Literature, Science, and the Arts ("College"), and the Lecturers' Employee Organization ("LEO"). The University, College, Dr. Rubadeau, and LEO may be collectively referred to throughout as the "Parties."

The following terms set forth the full and final settlement of all claims between the Parties:

- 1. Pursuant to the terms outlined in this Agreement, Dr. Rubadeau will have his status at the University converted to retirement effective August 3, 2018. The dismissal proceedings pursuant to the University/LEO collective bargaining agreement that were commenced on June 27, 2018 will be discontinued. LEO agrees to withdraw the grievance filed on September 9, 2018, with prejudice.**
- 2. The University will pay Dr. Rubadeau a single lump sum payment in the amount of \$100,000, less applicable withholdings within 30 days of signing this Agreement. There will be no retirement or other benefit contributions from this amount. Dr. Rubadeau will be responsible for making his monthly payments for retirement benefits in order to keep them active.**
- 3. Dr. Rubadeau is ineligible for rehire at the College, in any capacity, and ineligible for rehire as a lecturer at any University location.**
- 4. Dr. Rubadeau agrees that he will not hold himself out as having any current or ongoing affiliation with the University other than as a retired faculty member.**
- 5. The Parties agree not to disseminate or discuss this settlement document or the events leading up to it to individuals who are not involved in its implementation. Dr. Rubadeau will be permitted to discuss this matter with his immediate family. The Parties further agree that this Agreement will remain confidential to the extent permitted by law and LEO's obligation to its membership.**

6. The parties agree that they will not demean or disparage the other, or any of their employees in any public or similar setting.

7. Dr. Rubadeau understands that retaliation is strictly prohibited by University policy. Dr. Rubadeau understands and agrees that he will not engage in any behavior which could reasonably be construed as retaliation, retribution, or harassment of any individual he believes may have been involved in bringing allegations forward to the University or providing information relative to those allegations. Engaging in such behavior will constitute a breach of a material term of this Agreement, and the University may pursue any and all available remedies.

8. By entering into this Agreement and specifically the provisions of paragraph 1 above, Dr. Rubadeau and LEO do fully and forever release the University and its agents, employees, and successors, from any and all claims, demands, actions and causes of action of every kind, whether known or unknown, including claims under the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act and the contractual grievance procedures, which LEO or Dr. Rubadeau or his agents, representatives, or successors may have by reason of any matter, including any claims arising out of or in connection with his employment or severance of employment with the University which occurred prior to the effective date of this Agreement.

9. Dr. Rubadeau and LEO further agree that neither will file a grievance, lawsuit, administrative action, or other proceeding, nor will either participate in any such proceedings, arising out of Dr. Rubadeau's employment with the University which occurred prior to the effective date of this Agreement.

10. This Agreement shall not, in any respect, serve to establish a precedent for the interpretation or application of the University/LEO agreement.

11. Dr. Rubadeau agrees that he has been given twenty-one (21) calendar days within which to consider this Agreement. Dr. Rubadeau agrees that if he signs this Agreement before the expiration of the full twenty-one (21) calendar day period, he has knowingly and voluntarily chosen to do so.

12. Dr. Rubadeau understands that he may revoke this Agreement for a period of seven (7) calendar days following its execution. The Agreement is not effective until this revocation period has expired. Dr. Rubadeau understands that any revocation, to be effective, must be in writing, signed by him, and either

a. Hand-delivered within seven (7) days of the date Dr. Rubadeau executes the Agreement to Dominick Fanelli, Senior Labor Relations

Representative, College of Literature, Science, and the Arts, 555 S. Forrest, Room 304, Ann Arbor, Michigan 48104-2584;

OR

b. Postmarked within seven (7) calendar days of the date Dr. Rubadeau executes this Agreement and addressed to Dominick Fanelli at the address provided in (a) above. Dr. Rubadeau understands that if revocation is made by mail, mailing by certified mail, return receipt requested, delivery restrictions to the addressee is required to show proof of mailing and delivery.

13. Each provision of this Agreement is severable. If any term or provision is held to be invalid, void, or unenforceable by a court of competent jurisdiction, such ruling shall not affect the validity of the remainder of this Agreement. The Parties agree that this agreement shall be governed and construed according to the laws of the State of Michigan, irrespective of any other state's choice of law analysis.

Agreed by:



University of Michigan

1/17/19

Date



Lecturers' Employee Organization

1/19/19

Date

College of Literature, Science,
And the Arts

John Rubadeau

A handwritten signature, possibly 'D...', written in dark ink and underlined.

Date 1/18/19

A handwritten signature that reads 'John Rubadeau, Ph.D.' written in dark ink and underlined.

Date 01/11/19

Handwritten initials 'DA' in dark ink, underlined.

Department of English Language
and Literature

1/18/19

Date