

SETTLEMENT AGREEMENT AND RELEASE
Among Dr. Timothy Boudreau, Central Michigan University (CMU),
and the CMU Faculty Association (CMUFA)

Dr. Timothy Boudreau (Dr. Boudreau), Central Michigan University (CMU), and the CMU Faculty Association (CMUFA) have agreed to adjust, compromise, and settle permanently all controversies, claims, disputes, and differences existing between them arising out of Dr. Boudreau's termination and Grievance and/or all matters whatsoever arising out of Dr. Boudreau's employment with CMU.

NOW, THEREFORE, Dr. Boudreau, CMU and CMUFA agree as follows:

1. The parties acknowledge that Dr. Boudreau has agreed to enter into this voluntary settlement and release agreement for the valuable consideration of CMU agreeing to pay Dr. Boudreau as though he voluntarily resigned his employment, effective June 30, 2021. His separation date of September 1, 2020 will not change.
2. That Dr. Boudreau's separation from CMU will be considered a retirement, for which he is eligible. Thus, Dr. Boudreau's signature on this agreement shall represent his irrevocable notice of retirement effective February 18, 2021.
3. Dr. Boudreau represents that he has, by the time this agreement is executed, returned to CMU all CMU property, including, but not limited to, his CMU ID, computers, other computer hardware, computer software, printers, copiers, proprietary information, etc.
4. Dr. Boudreau shall not apply for, nor accept, any future employment or volunteer assignments at Central Michigan University.
5. Dr. Boudreau shall be paid in a lump sum, less normal withholding taxes the value of pay and CMU's contribution to benefits through June 30, 2021 within thirty (30) days of this settlement. A W-2 will be issued for this payment.
6. Dr. Boudreau, CMUFA and CMU agree that the grievance over Dr. Boudreau's termination shall be withdrawn, with prejudice, as resolved.
7. CMU shall remove any references to either of the investigations for which Dr. Boudreau was noticed in 2020 and to his termination from his personnel file. CMU agrees that no references to these matters will remain in Dr. Boudreau's official personnel file after the execution of this agreement.
8. Dr. Boudreau hereby acknowledges that he was fully informed by the University of his rights under the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, including the right to a period of time not less than twenty-one (21) days to consider the terms and conditions contained in this Agreement prior to signing. By signing this Agreement, Dr. Boudreau acknowledges that he has knowingly and voluntarily waived rights or claims under the laws above, in exchange for consideration. He affirms that his decision was made

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(Signature)

knowingly, voluntarily, and without any undue hardship, duress, or coercion by CMU or its employees or representatives.

9. Dr. Boudreau agrees that the reason that CMU terminated his employment was because of his use of the "n-word" in his 404 Mass Media Law and that his age had nothing to do with his termination. Dr. Boudreau agrees that he has no age discrimination claim with respect to his termination, separation, or resignation from CMU.
10. This Agreement supersedes any contrary or inconsistent provisions of the Master Agreement between the CMUFA and CMU. In the event of a conflict, this Agreement controls. Dr. Boudreau agrees the execution of this Agreement constitutes a waiver of his contractual rights under the Master Agreement in the event of a conflict, and he knowingly and voluntarily waives such right in consideration for CMU's promises herein.
11. Dr. Boudreau acknowledges that he has voluntarily submitted his resignation from employment with CMU under the terms of this Agreement and Release. For the consideration contained under this Agreement, negotiation of this Agreement, and Release, Dr. Boudreau agrees to discharge and release CMU each of its affiliated entities, as well as each their respective current or former Board of Trustees members, Board of Trustees, administrators, directors, employees, agents, representatives, benefit plans and benefit plan fiduciaries, both individually and in their official capacities; the CMUFA; MEA; and NEA (including individual Board members, administrators, employees, members, and/or agents) from any and all claims, complaints, charges, duty of fair representation, demands, grievances, liability, claims for arbitration, and/or other causes of action pending of any kind which Dr. Boudreau currently has or may claim to have against any of the above, including:
 - A. Claims or grievances for breach of contract, wrongful discharge, constructive discharge, violation of constitutional rights, discrimination with respect to disability, age, sex, religion, race, national origin, veteran status and/or marital status which may have arisen under the Federal Civil Rights Acts, the Americans With Disabilities Act, Section 504 of the Vocational Rehabilitation Act, the Michigan Elliott-Larsen Civil Rights Act, and/or the Persons With Disabilities Civil Rights Act, and other pertinent state and federal statutes; and
 - B. Claims for personal injury and/or damages of any kind, including those for infliction of emotional or mental distress, invasion of privacy, defamation and/or injury to reputation; and
 - C. Any kind of contractual, legal, claims for attorneys' fees and costs or equitable claim arising during and from his employment and/or resignation, negotiation of this Agreement, and separation from employment with CMU, including (but not limited to) any and all of the circumstances leading to his resignation and separation pursuant to the terms of this Settlement Agreement and Release.
12. Dr. Boudreau agrees that this Agreement has been written in a manner which is understandable to him; that he has been given the opportunity to review the Agreement with an attorney of his

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choice; and that he has reviewed the Agreement and understands all of its terms, provisions and conditions.

13. Dr. Boudreau recognizes and acknowledges that neither this Agreement nor any payments under this Agreement shall be construed as an acknowledgment or admission of any liability, wrongdoing, or unlawful act by Dr. Boudreau or CMU and its employees, all liability being expressly denied by all parties.
14. It is understood and agreed that the terms and conditions of this Agreement represent a full and complete disposition in satisfaction of CMU's legal, employment and contractual obligations to Dr. Boudreau, and that except as provided in this Agreement and any Employer sponsored retirement plan in which Dr. Boudreau participates, nothing else is due to Dr. Boudreau from CMU or any of the other Releasees; provided, however, that either party may enforce this Agreement in any court of competent jurisdiction and may seek whatever relief is available and appropriate, including, but not limited to, specific performance of this Agreement.
15. Dr. Boudreau agrees that the terms of this Release, including the payment made hereunder, are confidential and shall not be divulged to any third party except his spouse, tax advisor, CPA, wealth manager, and/or his attorneys who shall be advised of this confidentiality provision. Dr. Boudreau shall not be held liable for breach of this confidentiality clause in the event he is compelled via subpoena to testify under oath in court of law regarding details or terms of his severance and/or settlement agreement provided that he gives prompt notice to the CMU's General Counsel so CMU has the opportunity to object to the subpoena.
16. In the event that Dr. Boudreau violates any aspect of this Agreement, he acknowledges that said breach shall cause damage to CMU. The parties understand that CMU may have to reveal the terms pursuant to FOIA unrelated to any request by the Union or Dr. Boudreau, who agree not to make, encourage, or otherwise participate in such request.
17. Dr. Boudreau, for himself, his heirs, executors, administrators, successors and assigns represents he has filed no claim, other than the grievance which is hereby resolved, against CMU, its Board of Trustees, administrators, or attorneys and agrees not to bring, file, charge, claim, sue or cause, assist, or permit to be brought, filed, charged or claimed any action, cause of action or proceeding regarding or in any way related to any of the claims released by him under Paragraph 12 above, and further agrees that this Agreement shall constitute and may be pleaded as a complete bar to any such claim, action, cause of action or proceeding.
18. This Agreement is binding and Dr. Boudreau agrees that if he files a lawsuit or claim of any type in any forum against CMU, its Board of Trustees, administrators, or attorneys (with sole exception of Dr. Boudreau filing a claim against CMU for breach of this Severance/Settlement agreement) that has been waived in connection with this Agreement, he will return to CMU all of the money received as consideration, as a result of this Agreement before proceeding in any way with the lawsuit or claim, with exception of claim for breach of this Agreement as noted above. Dr. Boudreau further agrees that he will pay all the costs, expenses and attorney fees incurred by CMU in defending against such a lawsuit or claim, with sole exception above. These payments will in no way affect the binding nature of this release.

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19. Dr. Boudreau shall not, by oral or written expression or any other act of communication to any third party, by name, disparage, criticize, or impugn the reputation or character of CMU's current or former Board of Trustees members, Board of Trustees, administrators, directors, other employees, agents and representatives, both individually and in their official capacities (Releasees). This provision shall not be construed to prohibit Dr. Boudreau from communicating his disagreement with CMU's decision to terminate his employment for the way he spoke various words including the "n-word", his criticism of CMU's decision and generally his beliefs and opinion on the efficacy of his teaching methods. Dr. Boudreau further agrees that this provision concerning non-disparagement is a material condition of the consideration contained herein, that this provision is an essential part of this Agreement, and that any violation of the terms of this paragraph shall be deemed a material breach of the entire Agreement.

20. Dr. Boudreau affirms that Medicare has not notified him of, and he is not aware of, any Medicare liens applicable to him or any Medicare conditional payments that have been made on his behalf. At the time this Agreement was entered into, Dr. Boudreau has not claimed any injuries arising from his employment with CMU. Dr. Boudreau agrees to assume responsibility for satisfaction of any and all rights to payment, claims or liens of any kind that arise from or are related to payments made or services provided to Dr. Boudreau that are not covered by his group health care coverage. This includes, but is not limited to, all Medicare conditional payments, subrogation claims, liens, or other rights to payment relating to medical treatment that have been or may be asserted by any health care provider, insurer, or government entity. Dr. Boudreau shall hold CMU harmless from any action by Medicare seeking payment of any past, current or future medical expenses for Dr. Boudreau.

21. Dr. Boudreau agrees that this Agreement shall be binding and inure to the benefit of his successors, executors, administrators, personal representatives and assigns, and to the benefit of the predecessors, successors, and assigns of the Releasees, and further agrees and acknowledges that this Agreement contains and comprises the entire agreement and understandings of the parties, and that there are no additional promises or terms of this Agreement, other than those contained within this document and the documents referenced herein.

22. This Agreement shall be governed and construed according to the laws of the State of Michigan, which shall be the forum for any lawsuits arising from or incident to this Agreement.

23. If any provision of this Agreement shall for any reason be held invalid, illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions of this Agreement shall not be affected but shall continue in full legal force and effect to the fullest extent allowed by law.

24. In consideration of the representational services provided by the CMUFA, the negotiation of this Agreement on behalf of Dr. Boudreau and other valuable consideration, Dr. Boudreau

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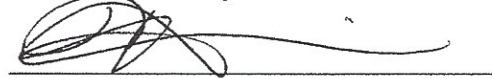
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releases, discharges, and acquits the Association, its affiliates, officers, agents and members, from any and all claims, actions, causes of action, damages and liability of every type and description and of whatever nature, including the duty of fair representation, related to or arising from Dr. Boudreau's separation of employment with the Board or the negotiation or execution of this Agreement. Further, it is understood and agreed that the terms and conditions of this Agreement represent a full and complete disposition and satisfaction of the Association's contractual, statutory and common law obligations to Dr. Boudreau.

VOLUNTARY EXECUTION: TIMOTHY BOUDREAU ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS AND CONSEQUENCES; THAT HE HAS BEEN GIVEN SUFFICIENT TIME TO REVIEW THE AGREEMENT; THAT HE HAS BEEN ADVISED TO AND GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH ADVISOR(S) OR COUNSEL OF HIS CHOOSING AND THAT HE HAS DONE SO; THAT THE ONLY PROMISES MADE TO HIM TO SIGN THIS AGREEMENT ARE THOSE STATED IN THE AGREEMENT; AND THAT HE IS SIGNING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, WITHOUT ANY COERCION, AND WITH THE FULL INTENT OF RELEASING CMU AND ALL RELEASEES (AS HEREIN DEFINED) FROM ANY AND ALL CLAIMS (AND THEIR EFFECTS) ARISING THROUGH THE DATE HE SIGNS THIS AGREEMENT.

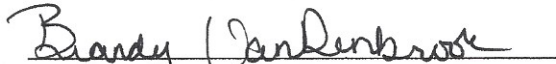
In witness whereof, the parties sign and agree to these terms.

For Dr. Timothy Boudreau



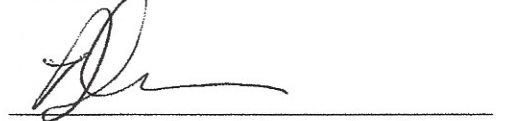
Date: 2/18/21

For CMUFA/MEA UniServ Director



Date: 2/19/21

For CMU



Dennis Armistead, Executive Director,
Faculty Personnel Services

Date: 2/18/2021



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