

SEPARATION AGREEMENT

This Separation Agreement ("Agreement") is made and entered into between the Board of Trustees of the University of Illinois ("University") and Gary Xu ("Dr. Xu"), collectively referred to as the Parties.

Recitals

A. The University of Illinois at Urbana-Champaign currently employs Dr. Xu as an Associate Professor within its Department of East Asian Languages and Cultures.

B. Dr. Xu was placed on paid administrative leave from his duties as an Associate Professor in response to various allegations, including allegations of physical and verbal abuse, that were made against him by a former student and in response to evidence suggesting that Dr. Xu had disregarded the directives of both the Dean of the College of Liberal Arts and Sciences and Academic Human Resources to have no contact with the student while the matter was being investigated.

C. The University is willing to forgo pursuing the revocation of Dr. Xu's tenure rights or other disciplinary actions against him in exchange for his acceptance of the terms set forth within this Agreement.

D. Dr. Xu is willing to voluntarily resign from his faculty position with the University in exchange for the University's willingness to accept the terms of this Agreement.

Terms

In consideration of the mutual promises and covenants set forth below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. **Administrative Leave.** The University will forgo pursuing the revocation of Dr. Xu's tenure rights or other disciplinary actions against him and will instead allow him to remain on paid administrative leave through August 15, 2018. While on administrative leave, the University will continue to pay him his current annual salary of eighty-five thousand, four hundred and forty-six dollars and eight cents (\$85,446.08) and shall offer him the same health care benefits that are made available to other members of its faculty. Dr. Xu's continued salary shall be subject to all applicable federal and state withholdings and will be paid in accordance with the University's regular payroll practices. This compensation will be treated as "earnings" for the purpose of making contributions to the Illinois State Universities Retirement System. Dr. Xu shall not be eligible for any wage increases during the remainder of his paid administrative leave.

2. **Restricted Contact.** While on administrative leave, Dr. Xu shall have no contact with any representatives of the University including its administration, faculty, staff or students. The University will designate a contact person with whom Dr. Xu must address any questions that he may have regarding his continued employment or the administration of this Agreement. Dr. Xu may continue to collaborate with representatives of the University with whom he has current, ongoing collaborative projects provided that he identifies those representatives to his designated contact person before engaging in any further contact or collaboration with those representatives. In addition, if other University faculty or staff

members initiate contact with Dr. Xu to maintain social relationships, Dr. Xu may engage those members on a purely social basis so long as he identifies those individuals to his designated contact person in advance and provided further that all of his interactions with them are limited to social interactions and do not involve any discussion of University business or matters. Any violation of this provision by Dr. Xu will be deemed a breach of this Agreement and will subject Dr. Xu to liability for any damages or harm arising out of that breach. In addition, the University shall be relieved of any further obligations to Dr. Xu, including the payment of any further compensation and any further employment.

3. **Cessation of the Administrative Leave.** The Parties acknowledge and agree that Dr. Xu's administrative leave will automatically terminate should he commence other employment of any kind or should he engage in conduct that harms the reputation of the University or violates any of the terms of this Agreement. If Dr. Xu commences other employment, the University will compensate Dr. Xu for the remaining portion of his administrative leave through a lump sum payment. If, on the other hand, Dr. Xu engages in conduct that harms the reputation of the University or violates any of the terms of this Agreement, the University shall be relieved of any further obligations to Dr. Xu, including the payment of any further compensation and any further employment.

4. **Resignation.** Upon the cessation of his administrative leave, for whatever reason, Dr. Xu shall immediately resign his employment with the University and forfeit all tenure rights and other rights associated with that employment. Dr. Xu expressly acknowledges and agrees that his decision to resign his employment is being made voluntarily, without coercion, persuasion, threats or promises, and is based upon his own determination that resigning from the University is in his own best interests. At the time of his resignation, Dr. Xu shall execute another general release of any and all claims that he may have against the University or any of its current and former trustees, officers, employees, agents, and attorneys. Following his resignation, Dr. Xu shall not seek employment or reemployment with the University in any capacity at any time. Any attempt to seek employment or reemployment with the University following his resignation shall be deemed a material breach of this Agreement and shall provide the University with a proper basis for refusing to accept or consider Dr. Xu's employment application or submission. Provided that Dr. Xu has not engaged in conduct that harms the reputation of the University and has not violated any of the terms of this Agreement, the University will pay him a lump sum payment of ten thousand dollars (\$10,000.00) upon his resignation. This compensation will be treated as income to Dr. Xu and will be subject to all applicable federal and state withholdings. This compensation, however, will not be treated as "earnings" for the purpose of making contributions to the Illinois State Universities Retirement System.

5. **General Release.** Dr. Xu, on behalf of himself and his representatives, family members, heirs, attorneys, executors, administrators, agents, successors and assigns, hereby releases, acquits and forever discharges the University of Illinois and all of its current and former trustees, officers, employees, agents, and attorneys (collectively, the "Released Parties") from any and all claims, causes of action, charges, obligations, damages, and liabilities of any kind or nature, in law or in equity, whether known or unknown, suspected or unsuspected, internal or external, arising prior to the effective date of this Agreement, including without limitation any claims directly or indirectly arising out of, based upon or relating in any manner to Dr. Xu's employment or tenure with the University, the cessation of his employment with the University and the rights associated with that employment, his placement on administrative leave, any investigations conducted by the University, or any alleged act or omission by any of the Released Parties. Without limiting the generality of the foregoing, Dr. Xu expressly waives and releases all claims of discrimination, retaliation, harassment or failure to accommodate on the basis of

race, color, national origin, ancestry, citizenship, language, religion, sex, sexual orientation, marital status, pregnancy, military status, unfavorable military discharge, disability, medical condition, order of protection status, arrest record or any other basis under Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the Age Discrimination in Employment Act; the Illinois Human Rights Act; and all other local, state, or federal laws or regulations governing discrimination in employment, as well as all claims arising under any state or federal constitution, statute or common law relating to higher education, public employment, contract law, tort law, or procedural or substantive due process. The Parties acknowledge and agree that the general release contained within this paragraph should be construed as broadly as legally permissible.

6. **Confidentiality.** Dr. Xu agrees to keep the existence and the terms of this Agreement confidential. Accordingly, Dr. Xu shall not disclose the existence or the terms of this Agreement, or provide a copy of this Agreement, to anyone else, including without limitation any past or present employees of the University, any individuals or organizations external to the University, or any members of the mass media. The only exceptions to this non-disclosure provision is that Dr. Xu may disclose the existence or the terms of this Agreement, or produce a copy of this Agreement, if required to do so pursuant to a lawful subpoena or court order. If Dr. Xu receives a subpoena or court order relating to this Agreement, he must immediately notify his designated contact person of that subpoena or court order so as to allow the University the opportunity to quash that subpoena or court order if deemed necessary by the University. In addition, Dr. Xu may disclose the terms of this Agreement to members of his immediate family, his certified public accountant, his attorney, and to governmental taxing authorities, provided that he secures assurances from them in advance that they themselves will not disclose the existence or terms of this Agreement to anyone else. If Dr. Xu, or anyone to whom he discloses the existence or terms of this Agreement, should violate the terms of this non-disclosure provision, Dr. Xu shall be deemed to have breached this Agreement and shall be liable to the University for any damages or harm arising out of that breach. In addition, the University shall be relieved of any further obligations to Dr. Xu, including the payment of any further compensation and any further employment.

7. **Non-Disparagement.** Dr. Xu shall not make any written or oral statements to anyone disparaging, attacking or painting in a negative light the University or any of its colleges, departments, divisions, faculty, staff, students, stakeholders, services, or programs, including without limitation any faculty, staff, students, programs, or services associated with the Department of East Asian Languages and Cultures. If Dr. Xu should violate the terms of this non-disparagement provision, Dr. Xu shall be deemed to have breached this Agreement and shall be liable to the University for any damages or harm arising out of that breach. In addition, the University shall be relieved of any further obligations to Dr. Xu, including the payment of any further compensation and any further employment.

8. **No Liability.** By entering into this Agreement, the University does not admit any wrongdoing, fault or liability of any kind towards Dr. Xu. This Agreement may not be used as evidence or otherwise cited or relied upon in any subsequent proceeding, other than a proceeding to enforce the terms of this Agreement, and is not to be afforded any precedential effort or to be construed as an admission as to any claimed facts or representations.

9. **Forum Selection.** Any action that is brought to enforce the terms of this Agreement shall be brought only within the Illinois Court of Claims. The Parties agree that both venue and jurisdiction is appropriate in that court.

10. **Voluntary Agreement.** Dr. Xu represents and warrants that he has carefully read this Agreement, that he had a full and complete opportunity to review and discuss the contents of this Agreement with his attorney, Rochelle A. Funderburg, that he fully understands the contents of this Agreement and any rights that he may be waiving through the execution of this Agreement, and that he is signing this Agreement freely and voluntarily. Dr. Xu further represents and declares that, in executing this Agreement, he relied solely upon his own judgment, belief and knowledge, and that he has not been influenced in any manner by any representations or statements made by any representatives of the University. Dr. Xu acknowledges that no representative of the University has made any promise, representation or warranty whatsoever, written or oral, as any inducement to enter into this Agreement, except as expressly set forth within this Agreement.

11. **Revocation Period.** Dr. Xu acknowledges that he has been afforded a reasonable period of time of not less than twenty-one (21) calendar days to review and consider the terms of this Agreement and that he has been advised to consult with his attorney, Rochelle A. Funderburg. Dr. Xu further acknowledges that he is being granted a period of seven (7) calendar days following his execution of this Agreement to revoke the Agreement. The Parties agree that this Agreement will not become effective until each of the following conditions have been met: (a) Dr. Xu has executed the Agreement; (b) the revocation provided for within this paragraph has expired; and (c) each of the University's signatories to this Agreement has executed the Agreement.

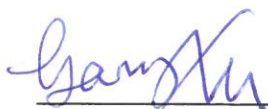
12. **Entire Agreement.** This Agreement sets forth the entire agreement between the University and Dr. Xu and supersedes all prior oral or written agreements, negotiations, discussions, or understandings concerning the subject matter hereof. The terms of this Agreement may not be altered, amended, waived or modified, except by a further written agreement signed by Dr. Xu and an authorized representative of the University. This Agreement will become effective on the date that it is fully executed by both Parties and shall be construed and interpreted in accordance with the laws of the State of Illinois. Because both Parties were represented by counsel and participated in the negotiation of this Agreement, this Agreement shall not be construed against either Party as the drafter of the Agreement. The headings contained within this Agreement are for convenience only and are not intended to be substantive. This Agreement may be executed in one or more counterparts through original, facsimile or electronic signatures, and the counterparts will be construed together to constitute the fully executed Agreement.

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DR. XU REPRESENTS AND WARRANTS THAT HE HAS THOROUGHLY READ AND CONSIDERED ALL ASPECTS OF THIS AGREEMENT, THAT HE UNDERSTANDS ALL PROVISIONS OF THIS AGREEMENT, THAT HE HAS HAD THE OPPORTUNITY TO CONSULT WITH HIS ATTORNEY, ROCHELLE A. FUNDERBURG, THROUGHOUT THIS PROCESS, AND THAT HE IS VOLUNTARILY ENTERING INTO THIS AGREEMENT AND FORFEITING CERTAIN RIGHTS, INCLUDING TENURE RIGHTS, OF HIS OWN FREE WILL, WITHOUT DURESS OR COERCION OF ANY KIND.

GARY G. XU

UNIVERSITY OF ILLINOIS

 5/25/17

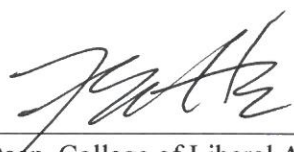
Gary G. Xu Date

By  6/15/17


Comptroller Date

 6/6/17

Vice Provost for Faculty Affairs and Academic Policy Date

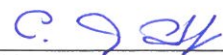
 6/7/17

Dean, College of Liberal Arts and Sciences Date
(for Robert Tierney)

 6/9/17

Department Head Date
Department of East Asian Languages and Culture

Approved as to form:

 6/5/17

Office of University Counsel Date

