

## PRESS RELEASE

UM Department of Public Safety Police Chief Ken Magee is voluntarily releasing a settlement agreement signed between him and the University of Michigan in November, 2010. This agreement specifies that Chief Magee went on medical leave consistent with University policy. Due to the extended nature of his sick leave, Chief Magee was unable to return to his duties in a timely fashion, and so he agreed to resign from the University at the conclusion of his leave. The University has recently begun the process of hiring Chief Magee's successor.

Chief Magee is releasing this agreement in response to speculation about the reason for his leave. He emphatically denies that there was ever any investigation, and notes that the University has also made numerous public statements confirming this fact.

The agreement makes it clear that Chief Magee remains eligible for rehire by the University. The attachment to the agreement, referenced in paragraph 4 and prepared by the University, notes many of Chief Magee's positive accomplishments, including numerous campus safety enhancements, improved employee satisfaction scores, and many recognitions at the regional and national levels, including a safe and successful spring, 2010 commencement exercise at Michigan Stadium with President Obama.

Chief Magee is grateful that he was able to serve as Chief in his home town. He continues to reside in Ann Arbor, where he is raising his young daughter and volunteering for many non-profit agencies. His future plans include opening a sports memorabilia shop downtown.

For further information: contact Nicholas Roumel, 734 663-7550,  
[nroumel@nachtlaw.com](mailto:nroumel@nachtlaw.com)



# UNIVERSITY OF MICHIGAN

## FACILITIES & OPERATIONS

Settlement Agreement and Release of Claims  
By and Between  
The University of Michigan, Department of Public Safety  
And  
Kenneth Magee, Empl. ID. 50538858

This confirms the agreement reached between the University of Michigan and Mr. Kenneth Magee. The following terms set forth a full and final settlement and release of all claims:

1. Mr. Magee will not perform any duties after October 27, 2010, and upon the presentation of appropriate medical evidence consistent with University policy will be placed on sick leave for a period of up to 6 months full time pay and 6 months half time pay as supported by appropriate medical evidence. Mr. Magee agrees that he will resign from the University at the conclusion of his sick leave.
2. Mr. Magee agrees that he is not eligible to request long term disability from the University.
3. In consideration of Mr. Magee signing this agreement, the University agrees that Mr. Magee is entitled to a total of 21 months of salary including the period of sick leave used as described in paragraph one. The remainder of the 21 months of pay will be paid to Mr. Magee as a lump sum, less applicable withholding at the conclusion of his sick leave and at the time of his resignation. At the time of his resignation Mr. Magee may request that the lump sum payment not be made until January, 2012.
4. Whenever requested by third parties, or as required by law, the University agrees to provide a fair reference or report that focuses on Mr. Magee's positive accomplishments during his employment with the University.
5. Pursuant to University policy Mr. Magee will also receive payment for all vacation hours accrued at time of termination, less applicable withholdings.
6. The University agrees not to contest an application for unemployment benefits should Mr. Magee choose to file for such benefits. Mr. Magee understands that the decision to award benefits is solely within the discretion of the State of Michigan.
7. The University and Mr. Magee agree that the terms of this agreement will be confidential and will not be released to third parties, except as law requires.

RM  
11-5-10

8. Mr. Magee agrees that he will not publicly disparage the University or its employees. The University agrees that Mr. Magee's supervisors will not publicly disparage Mr. Magee.
9. Upon execution of this document, Mr. Magee agrees to return to the University, any University property, documents, copies of documents, or other materials in his possession.
10. Mr. Magee agrees to cooperate by way of consultations, interviews, testimony or otherwise at the reasonable request of the University relating to any legal claims relevant to Mr. Magee's term of employment. The University agrees to represent and indemnify Mr. Magee for any legal claims associated with his employment for the University to the extent that representation would be provided to a current employee and as provided for in university policy on representation and indemnification.
11. Actions for breach of this agreement are enforceable in a State of Michigan court of competent jurisdiction. The provisions of this agreement, or liability for its breach, may not be waived absent a signed writing by both parties.
12. The University personnel records will provide that Mr. Magee is eligible for rehire.

In exchange for the considerations outlined above, Mr. Magee agrees to release the Regents of the University of Michigan, its agents and employees, from all claims, including but not limited to claims under the Age Discrimination in Employment Act, that Mr. Magee or his agent, representatives or successors may have arising out of or in connection with his employment at the University, which have occurred prior to the execution date of this Release of all Claims.

Mr. Magee acknowledges that before signing this Agreement that he has read and fully understands the terms, content and effects, that he has had the opportunity to consult with an attorney of his choosing, and has relied fully and completely on his own judgment in executing it.

Mr. Magee further acknowledges that he has had 21 days to consider this agreement and that to the extent that he has signed the agreement prior to the expiration of the 21 day period he waives the remainder of the period. Mr. Magee further understands that he has 7 days to revoke the agreement.

Date: 11-5-10 Kenneth W. Magee Mr. Kenneth Magee

Date: 11-10-10 Henry Baier Henry Baier  
Associate Vice President  
Facilities/Operations

During Ken's tenure with the University of Michigan he created or guided efforts in the following areas.

- Campus safety enhancements as noted in the Fiscal year 2010 Facilities and Operations Annual Report
  - Inbound text messages
  - Laptop registration
  - Sexual Assault Response 10-Point Promise
  - Larceny reduction cards
  - Safe Child ID bracelets/outreach with children/families
  - Suicide prevention awareness project
  - Michigan Stadium bag policy
  - Homeland Security vulnerability assessment
- Under Ken's leadership, the Business and Finance employee satisfaction scores increased significantly for DPS resulting in acknowledgement by the B&F planning team as a very successful achievement.
  - One example: Keith Curtis memorial Police Officer of the year award
- Accomplishments at the national/regional level
  - Complimented by the FBI for outstanding efforts related to the Christmas Day Bomber (incident of December 25, 2009)
  - Federal grants to enhance safety at the stadium and the university
  - Testified at the Commission on Accreditation for Law Enforcement Agencies (CALEA). UM is the tenth agency in the state and the first in the Big Ten to earn this achievement.
  - CLERY audit held in 2010 on campus by the Department of Education.
  - Worked with United State Secret Service for a safe Spring 2010 commencement exercise during the visit of President Barack Obama

Ken worked long hours and was very visible in the university and local community, attending a wide variety of events and activities. This dedication to law enforcement and visibility enhanced connections between the university police and local and federal law enforcement agencies.