

of Discrimination filed by Pamela Speelman with the EEOC, Charge Number 230-96-1109.

3. The EEOC is the agency of the United States government authorized by the EPA to investigate allegations of unlawful pay discrimination based upon gender, to bring civil actions to prohibit unlawful practices, and to seek relief for individuals affected by such practices.
4. At all relevant times, EMU has acted directly or indirectly as an employer in relation to employees and has continuously been an employer within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).
5. The parties acknowledge the jurisdiction of the United States District Court of the Eastern District of Michigan (Southern Division) over the subject matter and of the parties to this case for the purpose of entering this Decree and, if necessary, enforcing this Decree. Venue is appropriate in the Eastern District of Michigan (Southern Division). For purposes of this Decree and for any proceedings related to this Decree only, EMU agrees that all statutory conditions precedent to the institution of this lawsuit against it have been fulfilled.

FINDINGS

6. After having examined the terms and provisions of the Consent Decree and based on the pleadings, records, and stipulations of the parties, the Court finds the following:
 - A. The Court has jurisdiction over the subject matter of this action;
 - B. The terms and provisions of this Consent Decree are fair, reasonable and just. The rights of EMU and the EEOC, and those for whom the EEOC seeks relief, are adequately protected by this Decree.

C. The Consent Decree conforms with the Federal Rules of Civil Procedure and the EPA, and is not in derogation of the rights and privileges of any person. The entry of this Consent Decree will further the objectives of the EPA and will be in the best interests of the parties and those for whom the EEOC seeks relief.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

Non-Discrimination

7. The EEOC has alleged that EMU discriminated against Pamela Speelman in violation of the Equal Pay Act. There has been no finding by the Court of any instance of discrimination on the part of EMU against Pamela Speelman or other employees. Nevertheless, EMU affirms that EMU, its officers, agents, employees, successors, assigns and all persons in active concert or participation with them or any of them shall continue to comply with the provisions of the EPA with regard to sex discrimination.

Non-Retaliation

8. There has been no finding by the EEOC nor the Court of any instance of retaliation on the part of EMU against Pamela Speelman or other employees for the exercise of their rights under the EPA. Nevertheless, EMU affirms that it shall not take action against any person, including Pamela Speelman, which constitutes intimidation, retaliation, harassment, or interference with the exercise of such person's rights under the EPA because of the filing of Charge No. 230-96-1109 with the Michigan Department of Civil Rights/EEOC which forms the basis for the present case, or because such person(s) gave testimony or assistance in the EEOC's investigation or in discovery in connection with this case.

Non-Admission

9. This Decree, being entered with the consent of the EEOC and EMU, shall not constitute an adjudication or finding on the merits of the EEOC's claims against EMU and shall not be construed as an admission by EMU of any violation of the EPA or any other law, rule or regulation dealing with or in connection with equal employment opportunity in regard to the EEOC's claims, or any claims alleged by Charging Party, Pamela Speelman in her Charge of Discrimination filed with the EEOC.

Scope

10. The general provisions of this Decree shall apply to EMU's Ypsilanti Michigan campus. However, this Decree covers only the claims for violation of the EPA asserted by Pamela Speelman, a professor in the Department of Industrial Technology, College of Technology at EMU's Ypsilanti, Michigan campus in EEOC Charge No. 230-96-1109.

Duration of Decree

11. From the date of the final entry of this Decree, the term of this Decree shall be eighteen (18) months.

Monetary Compensation

12. EMU shall pay back wages, in the amount of \$45,400.00 (Forty Five Thousand Four Hundred and no/100 Dollars), less applicable state and federal withholding taxes in one check, to Pamela Speelman, 11333 Dennison Road, Milan, MI 48160, by certified mail within ten (10) days after this Consent Decree has been entered by the Court. The EEOC acknowledges that EMU has also agreed to pay Pamela Speelman \$50,000 (Fifty Thousand and no/100 Dollars) to Pamela Speelman to resolve a related claim, which payment is not an admission of, nor a result of a finding by any court, of wrongdoing on

the part of EMU. Within thirty (30) days of these payments, EMU shall send to the EEOC's attorney of record a photocopy of the check sent to Speelman, along with a copy of the certified mail delivery receipt.

Equitable Relief

13. EMU agrees to raise Pamela Speelman's salary from \$48,473 to \$52,551/year retroactive to March 1, 2000 within ten (10) days from the effective date of this Decree. Within ten (10) days of this increase being put into effect, EMU shall send to the EEOC's attorney of record a photocopy of the personnel action form showing Speelman's pay increase.
14. EMU agrees to pay lost TIAA-CREF contributions in the amount of \$4,600.00 (Four Thousand Six Hundred and no/100 Dollars), into Speelman's TIAA-CREF account.
15. EMU agrees that it will conduct training for all of its management and personnel officials who affect or have input into hiring and determining compensation for instructors and/or professors within its College of Technology at its Ypsilanti, Michigan Campus as it relates to discrimination on the basis of gender and with regard to compensation. The training shall emphasize the federal laws requiring equal pay and prohibiting discrimination based on sex and shall consist of a minimum of two (2) hours of live and/or video instruction and discussion, and shall be conducted by persons knowledgeable about the EPA. The training must be conducted within twelve (12) months after this Decree has been entered by the Court, and the EEOC must be notified, in writing, as to the type and method of training, length of training course(s) and the names and job titles of all attendees.

Dispute Resolution and Compliance

16. The Court will have all available equitable power to enforce this Decree, including injunctive relief.
17. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Decree. The parties shall engage in a good faith effort to resolve any dispute as to compliance prior to seeking review by the Court, and shall be required to give written notice to each other ten (10) days before moving for such review. Both parties may conduct expedited discovery under the Federal Rules of Civil Procedure for purposes of determining compliance with this Decree or defending against a claim of non-compliance, with fifteen (15) business days notice for depositions, entry to premises and access to documents and, with fifteen (15) response days for written discovery.

Miscellaneous

18. If any provision(s) of the Consent Decree are found to be unlawful, only the specific provision(s) in question shall be affected and the other provisions will remain in full force and effect.
19. The terms of the Consent Decree are and shall be binding upon the present and future officers, directors, employees, agents, trustees, administrators, successors, representatives, and assigns of EMU. The parties agree that the terms of this Consent Decree are not confidential.
20. This Consent Decree constitutes the entire agreement and commitments of the parties. Any modifications to this agreement must be mutually agreed upon and memorialized in a separate writing signed by EMU and the EEOC.

21. This Consent Decree, or any of its terms or any information contained herein, shall be inadmissible as evidence in any other legal proceeding involving the EEOC or any other person or entity in any other legal, equitable or administrative claims or causes of action against EMU, except to enforce the terms of this Decree.
22. When this Consent Decree requires the submission of any documents to the EEOC, if not otherwise indicated in the Decree or Attachment(s), they shall be mailed by certified mail to Adele Rapport, Regional Attorney, EEOC, Detroit District Office, Patrick V. McNamara Federal Building, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226.
23. The "Effective Date" of this Consent Decree is the date it is entered by the Court.
24. The EEOC will deliver a release executed by Pamela Speelman to the attorney of record for EMU, in the form attached hereto as Attachment B.

Posting of Notice

25. EMU agrees that it shall post a copy of the Notice attached as Attachment A within the College of Technology and Department of Industrial Technology where employee notices are posted and at the recruiting office within 10 (ten) days of the effective date of this

decree. The Notice shall be posted for eighteen (18) months. In the event that the Notice becomes defaced, marred or otherwise made unreadable, EMU agrees to immediately post a readable copy of the Notice.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

C. GREGORY STEWART
General Counsel Designate
GWENDOLYN YOUNG REAMS
Deputy General Counsel
ADELE RAPPORT (P44833)
Regional Attorney
STANLEY H. PITTS (P33519)
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EASTERN MICHIGAN UNIVERSITY

[Signature]
WALTER B. CONNELLY, JR.
JOHN H. WILLEMS
JENNIFER A. WALKER
Miller, Canfield, Paddock & Stone, P.L.C.
150 W. Jefferson, Suite 2500
Detroit, MI 48226

IT IS SO ORDERED:

DATE: **APR 26 2000**

Nancy G. Edmunds

HONORABLE NANCY G. EDMUNDS
U.S. District Judge

ATTACHMENT A

NOTICE

This Notice is being posted to inform you of your rights guaranteed by federal law under the Equal Pay Act of 1963 ("EPA") 29 U.S.C. §206(d), et seq., which prohibits discrimination against any employee on the basis of gender with regard to pay; or in retaliation for having opposed unlawful employment practices. EMU abhors such discrimination and/or retaliation and it is EMU's policy to adhere to and enforce the requirements of the EPA.

The United States Equal Employment Opportunity Commission ("EEOC") is the federal agency which investigates Charges of unlawful employment discrimination and if necessary, brings lawsuits in federal court to enforce the EPA.

EMU has agreed to post this Notice as part of the resolution of a lawsuit brought against it by the EEOC on behalf of Dr. Pamela Speelman alleging that EMU violated the Equal Pay Act. No such violation was found by the Court, and EMU has agreed to post this notice to affirm that EMU supports and continues to comply with this federal law in all respects.

DATED: _____

EASTERN MICHIGAN UNIVERSITY

ATTACHMENT B

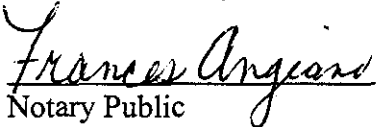
RELEASE

1. I, PAMELA SPEELMAN, for and in consideration of the sum of \$50,000 (fifty thousand dollars)(constituting back pay and contributions to TIAA-CREF) paid to me by Eastern Michigan University ("EMU"), do hereby for myself, my heirs, executors, administrators, assigns, and agents release and forever discharge EMU, its predecessors, successors, affiliates, and assigns, from any and all claims both judicial and administrative that I may have had, arising out of or relating to the allegations in Charge Number 230-96 -1109 filed with the Equal Employment Opportunity Commission ("EEOC") or in the Complaint filed by the EEOC in the case entitled Equal Employment Opportunity Commission v. Eastern Michigan University, Civil Action No. 98-CV-98-71806, in the United States District Court for the Eastern District of Michigan, Southern Division.
2. I declare that I know and understand the contents of this Release, that I have executed this Release voluntarily and that this Release is part of the consideration given by me for settlement of my claim against EMUs. I understand that after signing this Release, I cannot proceed against any entity or person mentioned in this Release on account of any of the matters referred to in paragraph 1, above.
3. I understand and agree that this Release is given pursuant to the settlement embodied in the Consent Decree agreed to by the parties and to be entered by the Court.

DATED: 04/12/00


PAMELA SPEELMAN

Subscribed and sworn to before me this
12th day of April, 2000.


Notary Public

Wayne County, Michigan.
My commission expires 11-16-03.

FRANCES ANGIANO
Notary Public, Wayne County, MI
My Commission Expires Nov. 16, 2003