



**UNIVERSITY of MASSACHUSETTS
AMHERST**

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**Amendment to Agreement
between
Massachusetts Society of Professors on behalf of Barbara Madeloni
and the University of Massachusetts Amherst**

This Amendment is made and entered into this 21st day of May, 2014, by and between these parties: the Trustees of the University of Massachusetts Amherst ("University"), the Massachusetts Society of Professors/Faculty Staff Union/MTA/NEA ("Union"), and Barbara Madeloni ("Madeloni").

WHEREAS in January 2013, the University, the Union, and Madeloni entered an agreement (the Original Agreement) governing Madeloni's employment status;

NOW THEREFORE in consideration of the mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and shall be conclusively presumed, the parties do hereby agree as follows:

1. Madeloni's employment at the University shall terminate August 31, 2016 rather than August 31, 2014, as set forth in the Original Agreement. Madeloni's employment by the University shall not continue beyond August 31, 2016, except by mutual written agreement of the parties. Notwithstanding the foregoing, should Madeloni's MTA presidency end for any reason before August 31, 2016, her employment by the University shall end as of the same date as her MTA presidency. Further, should Madeloni accept employment or other status or appointment at another educational institution, exclusive of her employment by MTA and her fee-for-service consulting work before August 31, 2016, whether or not said institution is affiliated with the MTA, she shall immediately notify the University of that acceptance, and her employment by the University shall end as of the same date as her employment at the other institution.
2. Madeloni's title, Senior Lecturer A ("A" signifying a "calendar year" appointment), shall remain the same throughout her employment by the University.
3. Madeloni's full-time academic appointment shall be permanently transferred from the College of Education to the Labor Studies Program in the College of Social and Behavioral Sciences, and she shall neither have nor claim any current or future affiliation with the College of Education.
4. During the remaining period of her employment by the University, Madeloni shall be on leave without pay. As required by University Policy for such leaves exceeding one year, the University of Massachusetts President has approved this leave. The University's standard policies regarding benefits for faculty on leave without pay shall apply to Madeloni. Should the Massachusetts Group Insurance Commission discontinue state support for Madeloni's insurance coverage, Madeloni shall be responsible for funding all of her insurance coverage if she wishes to continue her coverage through the University.
5. During the period of her leave without pay, Madeloni shall have no faculty duties and shall not participate in faculty service or governance at the University, nor shall she have office facilities

or administrative support of any kind. She shall characterize her employment status as a faculty member on leave from the University without pay.

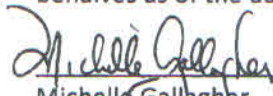
6. The University and the Union agree that neither the terms nor the execution of this Amended Agreement shall prejudice either party in any fashion nor shall such be deemed to be precedential. Neither the Union nor the University shall submit this Agreement as evidence in any proceeding except one to enforce its terms.
7. Madeloni, her heirs, executors, beneficiaries, legal representatives, and assigns, (collectively referred to as the "Releasors") hereby unconditionally and irrevocably release, remise and forever discharge the University and its past, present and future officers, directors, trustees, employees, representatives, attorneys and agents, (collectively referred to as the "Releasees"), or any of them, of and from any and all suits, claims, demands, interest, costs (including attorneys' fees and costs actually incurred), expenses, actions and causes of action, rights, liabilities, obligations, promises, agreements, controversies, losses and debts, of any nature whatsoever, which the Releasors now have, own or hold, or at any time heretofore ever had, owned or held, or could have owned or held, whether known or unknown, suspected or unsuspected, from the beginning of the world to this date, including, without limiting the generality of the foregoing, any claims in law or equity, in a court or administrative or arbitration tribunal, arising out of or in connection with Madeloni's employment by and the termination of her employment with the University, any claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967 (ADEA), as amended, the Older Workers' Benefit Protection Act, the Employee Retirement Income Security Act, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, as amended, the Massachusetts Wage and Hour Laws, the Massachusetts antidiscrimination statute, M.G.L. ch. 151B, §1 et seq., the Massachusetts Civil Rights Act, M.G.L. ch. 12, §11 et. seq., the Massachusetts Equal Rights Act, M.G.L. ch. 93, §§102, 103, and any other federal, state or local statutory, common law or other claims of any nature whatsoever, including but not limited to any employment-related claim, and any and all claims for breach of contract, express or implied, promissory estoppel, wrongful termination and constructive discharge, or any claim for costs, fees, or other expenses, including attorneys' fees, against any of the Releasees. This release of claims shall not apply to any rights or claims that arise after execution of this Agreement or to any claims that, by express and unequivocal terms of law, may not under any circumstances be waived, released or extinguished.
8. Madeloni further agrees and understands that the release of claims contained in this Settlement Agreement and General Release is a GENERAL RELEASE, and that any reference to specific claims or statutes arising out of or in connection with her employment and/or its termination is not intended to limit the release of claims. She expressly agrees and understands this GENERAL RELEASE means that the Releasors are releasing, remisng and discharging the Releasees from and with respect to all claims, whether known or unknown, asserted or unasserted, and whether or not the Claims arise out of or in connection with her employment and/or its termination, or otherwise.
9. Madeloni, her heirs, executors, beneficiaries, legal representatives and assigns, individually and/or in their beneficial capacity, further agree never to institute against any of the Releasees any lawsuit with respect to any claim or cause of action of any type arising or which may have

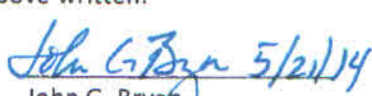
existed at any time prior to the date of the execution of this Settlement Agreement and General Release. Madeloni understands that this agreement not to bring a lawsuit is different from the General Release of claims contained in Sections 7 and 8 above. If Madeloni sues any of the Releasees in violation of this Agreement, she shall be liable to them for their reasonable attorneys' fees and other litigation costs incurred in defending against such a suit. However, notwithstanding this agreement not to bring a lawsuit, Madeloni may bring a claim against the University to enforce this Settlement Agreement and General Release or to challenge the validity of this Settlement Agreement and General Release under the ADEA.


10. Although Madeloni is not waiving her right to file a charge at or participate in any investigation by any federal, state or local administrative agency or enforcement body, she agrees to waive her right to any monetary recovery or other relief should any federal, state or local administrative agency or enforcement body pursue any claim or cause of action of any type on her behalf arising at any time prior to the present date.
11. Madeloni represents and warrants that she has not filed or otherwise initiated any legal action or administrative or enforcement proceeding of any kind against any of the Releasees and has no knowledge that (i) any such legal action or administrative or enforcement proceeding has been filed or otherwise initiated or (ii) is contemplated or threatened by any other person or entity.
12. The Union and Madeloni agree that this Agreement fully and completely settles any and all grievances or complaints, whether filed or unfiled, relating to her employment at the University. In consideration of the undertakings and transactions recited in this Amended Agreement, the Union and Madeloni further agree not to initiate or pursue any grievance under the MSP/FSU collective bargaining agreement with the University concerning any matter arising from her employment at the University, including, without limitation, and matters arising after the date of execution of this Amended Agreement.
13. Other than as stated herein, the undersigned parties warrant that no representation, promise or inducement has been offered or made to induce any party to enter into this Settlement Agreement and General Release and that they are competent to execute this Settlement Agreement and General Release and accept full responsibility for it. Madeloni acknowledges that she has been advised to consult with counsel prior to executing this Settlement Agreement and General Release and that she has had twenty-one days within which to consider it. Madeloni has seven (7) days following her execution of this Settlement Agreement and General Release within which to revoke it by sending notice in writing thereof to John Bryan, Associate Provost for Academic Personnel, after which this Settlement Agreement and General Release shall be irrevocable. This Settlement Agreement and General Release is intended as a final expression of the parties' Agreement and as a complete and exclusive statement of the terms thereof. This Amended Agreement shall supersede all prior understandings, oral and written, heretofore had between the parties concerning Madeloni's employment, with the exception of the Original Agreement, which the Union and Madeloni acknowledge has been fully complied with by the University.
14. Madeloni acknowledges that she has received consideration under this Agreement to which she would not otherwise be entitled.

15. Nothing in this Agreement is intended to be, nor will be deemed to be, an admission of liability by the University that it has violated any state or federal statute, local ordinance or principle of common law, or that it has engaged in any wrongdoing.
16. This Agreement will be construed and interpreted in accordance with the laws of Massachusetts, without regard to its principles of conflict or its choice of law provisions and without inference or presumption for or against the party causing it to be drafted.

In witness whereof the parties acknowledge that they have read and understand this Amendment and they have caused this Amendment to be executed as a contract under seal in their names and on their behalves as of the date first above written.


Michelle Gallagher
for the Union, date


John G. Bryan
for the University, date


Barbara Madeloni, date