

### Settlement Agreement

This Agreement is made and entered into this 3<sup>rd</sup> day of January, 2013, by and between the Trustees of the University of Massachusetts Amherst ("University"), the Massachusetts Society of Professors/Faculty Staff Union/MTA/NEA ("Union"), and Barbara Madeloni ("Madeloni"), individual, now or formerly of ██████████, Massachusetts.

In consideration of the mutual promises and covenants herein set forth, the parties hereto covenant and agree as follows:

- 1) Madeloni hereby requests, and the University hereby approves, leave with pay for the period May 1, 2013, through August 31, 2013.
- 2) Madeloni shall vacate her office at the University by May 31, 2013, and no office space shall be provided to her beyond that date.
- 3) Madeloni hereby requests, and the University hereby approves, leave without pay for the period September 1, 2013, through August 31, 2014.
- 4) Madeloni's employment at the University shall terminate effective August 31, 2014.
- 5) Within ninety calendar days of the termination of Madeloni's paid leave on August 31, 2013, the University shall make a one-time payment to Madeloni in the amount of \$74,623.90, subject to applicable taxes and other withholding.
- 6) During the term of Madeloni's paid leave, in the event that Madeloni accepts paid employment elsewhere, exclusive of fee for service consulting work, or decides to sever her employment with the University, Madeloni shall so inform the University in writing. In such an event, Madeloni's paid leave shall terminate immediately, the effective date of the termination of her employment shall be changed to the date such notice is received by the University, and Madeloni shall receive the one-time payment provided in #4 above within ninety calendar days of the revised date of termination of her employment. During the term of Madeloni's leave without pay, in the event that Madeloni accepts paid employment elsewhere, exclusive of fee for service consulting work, or decides to sever her employment with the University, Madeloni shall so notify the University in writing. In such an event, Madeloni's leave without pay shall terminate immediately and the effective date of the termination of her employment shall be changed to the date such notice is received by the University.
- 7) In accordance with the collective bargaining agreement, Madeloni shall receive no payment for unused accrued vacation leave at the time of the termination of her employment. Madeloni's use of her vacation time during the spring 2013 semester shall not be unreasonably denied.
- 8) The University agrees not to contest any unemployment claim that Madeloni may make as a result of her separation from employment with the University. In this regard, the University agrees to respond to the Massachusetts Division of Unemployment Assistance regarding any claim Madeloni may make for unemployment compensation benefits by filling out DUA Form 1062 as follows:

31<sup>st</sup>  
per  
SP 2JB  
5/2/13

The University agrees to select the following option: "Laid off or Hours Reduced by Employer"; and The University agrees to provide the following response to DUA: "Employee signed a release of claims required to receive a settlement agreement payment".

- 9) In consideration of the undertakings and transactions recited in this Agreement, Madeloni agrees not to initiate or pursue any grievance or legal action concerning any matter arising from her employment at the University through this date and hereby remises, releases and absolutely and forever discharges the University and its past and present officers, trustees, and employees from any and all suits, claims, demands, interest, costs, expenses, actions and causes of action of whatever nature, known or unknown, suspected or unsuspected, including, without limiting the generality of the foregoing, any claims relating to Madeloni's separation from the University, or on account of any other claims arising under any federal or state statute, regulation, contract or common law doctrine relating to employment, except as may be necessary to enforce the terms and conditions of this Agreement. Madeloni affirms that she has been advised to consult with an attorney prior to signing this Agreement. Madeloni acknowledges and confirms that she has been given up to twenty-one days to consider this Agreement and the signing of this release. Upon execution of this Agreement, Madeloni acknowledges that she is aware that she has seven days to revoke this Agreement, and that this Agreement shall not become effective until the expiration of this seven-day period.
- 10) The Union agrees that this Agreement is in full and complete settlement of any and all grievances, whether filed or unfiled, relating to Madeloni's employment at the University through this date.
- 11) The parties agree that neither the terms nor the execution of this Agreement shall prejudice the parties in any fashion nor shall such be deemed to be precedential.
- 12) This Agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms.

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

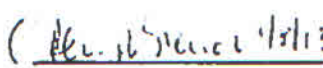
 1/4/13  
Barbara Madeloni, date

 1/4/13  
for the Union, date

 1/16/13  
for the University, date

Witness:



 1/15/13

 1/16/13