

**EXHIBIT A**

**UNIVERSITY OF MASSACHUSETTS BOSTON**

**VOLUNTARY SEPARATION INCENTIVE PROGRAM**

**AGREEMENT AND GENERAL RELEASE OF CLAIMS**

This Agreement and General Release of Claims (“Agreement”) is made pursuant to the attached MOA this \_\_\_ day of \_\_\_\_\_, 2017, by and between the University of Massachusetts at Boston (the “University”) and \_\_\_\_\_. \_\_\_\_\_ and the University are collectively “the Parties.”

In consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Due to an extreme financial exigency and the immediate need to reduce expenses, the University of Massachusetts Boston has established a Voluntary Separation Incentive Program (“VSIP”) for eligible employees for a limited time.
2. \_\_\_\_\_ has knowingly and voluntarily decided to participate in this VSIP.
3. \_\_\_\_\_ understands and agrees that [his/her] decision to participate in this VSIP is irrevocable.
4. \_\_\_\_\_ will execute or has executed a letter of resignation in the form attached hereto as Exhibit A. This letter will be [his/her] irrevocable intention to resign or retire from employment at the University on or before August 31, 2017, unless the University exercises its option to require a later date, which shall not be later than December 29, 2017.

5. The University and \_\_\_\_\_ will agree on [ 's] last day of employment, but in no event shall this date be later than August 31, 2017, unless the University exercises its option to require a later date, which shall not be later than December 29, 2017.

6. **[For employees with 10 years of benefitted state service; those eligible for 5K payment will have a slightly different provision here]:**

Pursuant to the terms of the VSIP, \_\_\_\_\_ has or will have ten (10) years of benefitted state service as of August 31, 2017, and is therefore eligible under this VSIP for a lump sum payment of \$20,000, less applicable withholdings. This payment will be made within thirty (30) days after \_\_\_\_\_, 2017.

7. \_\_\_\_\_ understands and agrees that \_\_\_\_\_ will not receive the monies and/or benefits specified in paragraph 6 above except for execution of this Agreement and General Release and the fulfillment of the other terms, promises and conditions contained herein. In the event \_\_\_\_\_ fails to fulfill the terms of this Agreement and General Release, any monies paid to \_\_\_\_\_ based on the monies reflected in 6. above, shall be paid back to the University by \_\_\_\_\_. In the event \_\_\_\_\_ does not repay said monies, and the University institutes legal action to recover same, \_\_\_\_\_ agrees to compensate the University for all of its costs and fees associated with collecting said money, including the University's reasonable attorneys' fees.

8. [\_\_\_\_\_], [his/her] executors, successors and assigns, hereby releases the Commonwealth of Massachusetts and the University of Massachusetts, including the University's trustees, president, officers, employees, agents, and successors and assigns, from and against any and all claims, causes of action, grievances, liabilities, and/or

demands, past or present, suspected or unsuspected, of whatever kind or nature whether in law or in equity, known or unknown, which \_\_\_\_\_ or any person claiming by, through or under [him/her] may have against the Commonwealth of Massachusetts, the University, its trustees, president, and employees, from the beginning of time to the execution date of this Agreement. This release includes claims related to or in any way arising out of \_\_\_\_\_'s employment with the University, including the termination of that employment. This release includes, without limitation, claims of every description in common law, contract, or tort; or any claims arising under federal, state or local laws, including laws against discrimination, exempting specifically any claims before the Department of Industrial Accidents.

- 9. \_\_\_\_\_ affirms that \_\_\_\_\_ has not filed, caused to be filed, or otherwise presently is a party to any claim, complaint, arbitration, mediation or any other action or filing against the University in any forum, including but not limited to the Department of Labor, Department of Industrial Accidents or any other administrative body or forum. \_\_\_\_\_ further agrees not to institute any new internal grievance proceedings at the University arising out of or relating to any difference or dispute as of the date of this Agreement and General Release. \_\_\_\_\_ further affirms that as of the date of this Agreement \_\_\_\_\_ has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which \_\_\_\_\_ may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits are due to \_\_\_\_\_, except as provided in paragraph 6 of**

**this Agreement and General Release. \_\_\_\_ further affirms that as of the date of execution of this Agreement and General Release, \_\_\_\_ has no known workplace injuries or occupational diseases. Notwithstanding anything to the contrary in the foregoing, nothing in this Agreement will affect \_\_\_\_\_ 's entitlement under the applicable Collective Bargaining Agreement (CBA) or University policy to i) compensation and benefits earned through the date that \_\_\_\_ separates from employment with the University or ii) terminal payments (such as unpaid compensation, longevity pay, vacation pay, and sick pay).**

10. Nothing in this Agreement shall preclude either Party from pursuing a claim to enforce this Agreement. The Parties agree that this Agreement may only be enforced in the state courts of the Commonwealth of Massachusetts and shall not be introduced in any other forum unless it is to enforce its terms; provided, however, that nothing herein will limit any right that exists to enforce this Agreement pursuant to the terms of the applicable Collective Bargaining Agreement.

11. This Agreement may be executed in counterparts, which shall collectively constitute a single agreement.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2017:

\_\_\_\_\_  
[EMPLOYEE]

\_\_\_\_\_  
University of Massachusetts

By: \_\_\_\_\_ [name and title]