



VOLUNTARY SEPARATION AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Voluntary Separation Agreement and General Release of Claims (“Agreement”) is by and between the University of Massachusetts (“University”), [First Name] [Last Name], [Last Name], the [Union], and the University are collectively known as “the Parties.” The University and _____ [Name] are entering into this Voluntary Separation Agreement to memorialize the understanding of the Parties without regard to _____’s [Name’s] decision to cease working at the University.

In consideration of the mutual promises 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. The Parties wish to confirm the terms of [Last Name]’s separation from employment at the University and resolve any disputes between them. _____ [Name] expressly acknowledges that the University has offered him/her the opportunity to participate in this Voluntary Separation program, and that neither the University, nor any of its employees or agents, has coerced or forced him/her in any way into participation in this program.
2. In the next pay period following the latter of: a) the resignation date referred to in Attachment A, “Irrevocable Notice of Retirement/Resignation”; b) expiration of the revocation period referred to in the “Acknowledgement of Legal Rights by the Employee” section below; or c) the return of all University property, as required in paragraph 4, below, the University will pay [Last Name] [Amount] as voluntary separation/severance pay, from which taxes will be withheld.
3. The University agrees that it will not contest any application for unemployment filed by [Last Name].
4. [Last Name] shall cooperate with campus officials as directed to return all University property, e.g., phones, laptops, keys, etc.
5. [Last Name], [pronoun] heirs, executors, successors and assigns, hereby releases the Commonwealth of Massachusetts, the University of Massachusetts, and its trustees, employees, servants, agents, and successors and assigns, from and against any and all claims, causes of actions, grievances, covenants, contracts, agreements, liabilities, charges, actions, demands past or present, suspected or unsuspected of whatever kind or nature whether in law or in equity, known or unknown, which [Last Name] or any person claiming by, through, or under [Last Name] may have against the Commonwealth of Massachusetts, the University of Massachusetts, or any trustees, employees, servants, agents, and successors and assigns, from the beginning of time to the date of this Agreement, including claims related to or in any way arising out of [Last Name]’s employment with the University or the termination of that employment. This release includes, without limitation, claims of every description in contract or in tort, claims arising under federal, state or local laws, including all laws against discrimination, or any

other applicable federal, state, or local statute, or under the common law of the Commonwealth of Massachusetts, and any other claims relating to or arising out of [Last Name]'s employment. Nothing in this paragraph shall preclude [Last Name] from pursuing any claims to enforce this Agreement and it shall not preclude [Last Name] from pursuing lawful claims that may arise under the Workers Compensation statutes of the Commonwealth of Massachusetts. The terms of this Agreement shall survive execution of the release provided in this paragraph of the Agreement.

6. Notwithstanding the terms of this Agreement, nothing in this Agreement shall preclude the University from pursuing any claims to enforce this Agreement.
7. Enforcement of this Agreement by any Party must be in the state courts of the Commonwealth of Massachusetts.
8. This Agreement may be executed in counterparts, which shall collectively constitute a single agreement.

[The remainder of this page is intentionally blank]

Acknowledgement of Legal Rights by the Employee:

In compliance with the Older Workers Benefit Protection Act, [First Name] [Last Name] agrees that by signing this Agreement, I acknowledge that the University of Massachusetts has advised me that I, [First Name] [Last Name], have the right to consult with an attorney prior to execution of this Agreement. I have carefully read and fully understand the provisions of this Agreement and have had sufficient time and opportunity to consult with an attorney, and any other advisors of my choosing, prior to executing this Agreement, and I intend to be legally bound by its terms.

I acknowledge that the University has offered me twenty-one (21) days to consider the terms and conditions of this Agreement, to consult with counsel of my choice, and to decide whether to enter into and sign this Agreement.

__ I acknowledge that I have agreed voluntarily to sign this Agreement sooner than the twenty-one (21) days permitted.

I understand that after I execute this Agreement, I have seven (7) days to reconsider my decision and to revoke my acceptance of it. Any such revocation shall be signed and delivered to Chief Human Resources Officer John Dunlap at University of Massachusetts, One Beacon Street, 31st Floor, Boston, MA 02108.

I understand that if I do not revoke acceptance of this Agreement within seven (7) days after its execution, this Agreement shall be a binding legal document which shall have full force and effect. As used in this Agreement, the term “effective date of this Agreement” shall mean the seventh (7th) calendar day following my execution of this Agreement.

Signed:

_____	_____	_____	_____
[First Name] [Last Name]	Date	University of Massachusetts	Date
		John Dunlap, Chief Human Resources Officer	

ATTACHMENT A

TO: John Dunlap, Chief Human Resources Officer

FROM: [First Name] [Last Name]

DATE: _____

RE: Voluntary Separation/Retirement

I am transmitting this letter to communicate my irrevocable intent to separate/retire as an employee of the University of Massachusetts. My resignation/retirement date will be _____.*

Thank you for your attention to this matter.

Signed:

[First Name] [Last Name]

* The resignation/retirement date must be no later than June 26, 2020.