

# OFFICE OF THE STATE AUDITOR

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# DIANA DIZOGLIO

Official Audit Report – Issued January 16, 2026

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## Audit of Settlement Agreements and Confidentiality Clauses Across Multiple State Agencies—Tranche 2

For the period January 1, 2019 through December 31, 2024



# OFFICE OF THE STATE AUDITOR

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# DIANA DIZOGLIO

January 16, 2026

Maura T. Healey, Governor  
Office of the Governor  
Commonwealth of Massachusetts  
State House, Room 360  
Boston, MA 02133

William McNamara, Comptroller  
Office of the Comptroller of the Commonwealth  
1 Ashburton Place, 9th Floor  
Boston, MA 02108

Dear Governor Healey and Comptroller McNamara:

I am pleased to provide to you the results of the enclosed performance audits of the Office of the Governor and the Office of the Comptroller of the Commonwealth.

As is typically the case, this report details the audit objectives, scope, methodology, findings, and recommendations for the audit period, January 1, 2019 through December 31, 2024. As you know, my audit team discussed the contents of this report with agency managers. This report reflects those comments.

I appreciate all of your efforts. The cooperation and assistance provided to my staff during the audit went a long way toward a smooth process. Thank you for encouraging and making available your team. I am available to discuss this audit if you or your team has any questions.

Best regards,



Diana DiZoglio  
Auditor of the Commonwealth

# OFFICE OF THE STATE AUDITOR

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# DIANA DIZOGLIO

cc: Ellen Kennedy, President, Berkshire Community College  
Pam Eddinger, Bunker Hill Community College  
John Cox, Cape Cod Community College  
Michelle Schutt, Greenfield Community College  
Philip Sisson, Middlesex Community College  
Jonathan Jefferson, Roxbury Community College  
John Cook, President, Springfield Technical Community College  
Frederick Clark, President, Bridgewater State University  
Donna Hodge, President, Fitchburg State University  
Barry Maloney, President, Worcester State University  
Francis McDonald, President, Massachusetts Maritime Academy  
Mary Grant, President, Massachusetts College of Art and Design  
James Birge, President, Massachusetts College of Liberal Arts  
Michael Memmolo, Executive Director, Massachusetts Commission Against Discrimination  
Liam Lowney, Executive Director, Massachusetts Office for Victim Assistance  
Paula McManus, Chief Operating Officer, Office of the Attorney General  
Richard Davey, Chief Executive Officer, Massachusetts Port Authority  
James Perelman, Sheriff, Nantucket Sheriff's Office  
Pamerson Ifill, Commissioner, Office of the Commissioner of Probation  
Jeffrey Shapiro, Inspector General, Office of the Inspector General  
Kevin Hayden, District Attorney, Suffolk County District Attorney's Office

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## LIST OF ABBREVIATIONS

AAEOD	Affirmative Action, Equal Opportunity, and Diversity
AGO	Office of the Attorney General
AL	administrative leave
APA	Association of Professional Administrators
BCC	Berkshire Community College
BHCC	Bunker Hill Community College
BHE	Massachusetts Board of Higher Education
BSU	Bridgewater State University
CBA	collective bargaining agreement
CMR	Code of Massachusetts Regulations
CTR	Office of the Comptroller of the Commonwealth
DLR	Department of Labor Relations
DRA	Data Reliability Assessment
EEOC	Equal Employment Opportunity Commission
FIPA	Fair Information Practices Act
FMLA	Family and Medical Leave Act
FSU	Fitchburg State University
GAGAS	Generally Accepted Government Auditing Standards
GCC	Greenfield Community College
GOV	Office of the Governor
LOA	leave of absence
MassArt	Massachusetts College of Art and Design
Massport	Massachusetts Port Authority
MCAD	Massachusetts Commission Against Discrimination
MCC	Middlesex Community College
MCLA	Massachusetts College of Liberal Arts
MMA	Massachusetts Maritime Academy
MMARS	Massachusetts Management Accounting and Reporting System
MOA	memorandum of agreement
MOU	memorandum of understanding
MSCA	Massachusetts State College Association
NUP	non-union professional
OCP	Office of the Commissioner of Probation
OIG	Office of the Inspector General
OSA	Office of the State Auditor
PFMLA	Paid Family and Medical Leave Act
RCC	Roxbury Community College
RN	registered nurse
STCC	Springfield Technical Community College
WSU	Worcester State University

## EXECUTIVE SUMMARY

In accordance with Section 12 of Chapter 11 of the Massachusetts General Laws, the Office of the State Auditor (OSA) has conducted a performance audit of state employee settlement agreements. This audit was conducted on the Office of the Governor (GOV) and the Office of the Comptroller of the Commonwealth (CTR), for the period January 1, 2019 through December 31, 2024. Pursuant to our governing statute, Section 12 of Chapter 11 of the General Laws, our audit covers multiple entities' use of state employee settlement agreements. Specifically, Section 12 of Chapter 11 of the General Laws states, "Each entity may be audited separately as a part of a larger organizational entity or as a part of an audit covering multiple entities." As such, our review of the use of employee settlement agreements was completed at 21 state agencies for the period January 1, 2019 through December 31, 2024.

This is the second comprehensive, multi-entity audit report released by OSA focused on state employee settlement agreements, with the first report being issued on January 28, 2025. Please note that settlement agreements related to GOV and CTR were covered in our prior Audit of Settlement Agreements and Confidentiality Clauses Across Multiple State Agencies (Audit No. 2023-0028-3S) and are therefore not included in this report. This audit reviewed state employee settlement agreements pertaining to the state agencies listed in the table below:

State Universities and Colleges	Community Colleges	Independent and Quasi-state Agencies and Constitutional Offices
Bridgewater State University	Berkshire Community College	Massachusetts Commission Against Discrimination
Fitchburg State University	Bunker Hill Community College	Massachusetts Office for Victim Assistance
Massachusetts College of Art and Design	Cape Cod Community College	Massachusetts Port Authority (Massport)
Massachusetts College of Liberal Arts	Greenfield Community College	Office of the Attorney General
Massachusetts Maritime Academy	Middlesex Community College	Office of the Commissioner of Probation
Worcester State University	Roxbury Community College	Office of the Inspector General
	Springfield Technical Community College	Nantucket Sheriff's Office
		Suffolk County District Attorney

In addition to the 2 comprehensive performance audits centered on state employee settlement agreements, this topic has also been examined across other recent audits conducted by OSA.

In this performance audit, we determined the following:

- whether state agencies reported to CTR monetary state employee settlement payments in accordance with Section 5.09 of Title 815 of the Code of Massachusetts Regulations and CTR's "Settlements and Judgments" policy and
- whether state agencies developed and implemented policies and procedures regarding the use of confidentiality language, including non-disclosure clauses, within the context of state employee settlement agreements.

Below is a summary of our findings, the effects of those findings, and our recommendations, with hyperlinks to each page listed.

<b>Finding 1</b> <b>Page <a href="#">31</a></b>	Of the 21 state agencies under audit, 19 did not have documented internal policies or procedures on the authorization, development, documentation, and retention of state employee settlement agreements and supporting records.
<b>Effect</b>	If agencies do not have policies and procedures to handle state employee settlement agreements, then they cannot ensure that state employee settlements are handled in a fair, ethical, legal, and consistent manner. This results in an inconsistent process that is not transparent to the people of the Commonwealth regarding how public employees are treated or how their tax dollars are being spent. It can also lead to potential errors in financial reporting by not allowing CTR the opportunity to review how a department intends to process state employee settlement payments.
<b>Recommendations</b> <b>Page <a href="#">34</a></b>	<ol style="list-style-type: none"><li>1. The 19 agencies identified in this finding should establish and implement policies and procedures over the authorization, development, documentation, and retention of state employee settlement agreements and requirements for supporting documentation. These policies and procedures should be uniformly communicated within all 19 state agencies. These policies and procedures should, at a minimum, encompass the requirements detailed in GOV's January 2025 Executive Department Settlement Policy and CTR's Settlements and Judgment Policy.</li><li>2. Agencies should provide centralized management and oversight over the use of state employee settlement agreements to ensure that policies and procedures are adhered to and to provide reporting to the public regarding the use of these agreements.</li><li>3. Agencies should establish a public reporting process to ensure sufficient transparency and accountability for the use of state employee settlement agreements. These agreements may impact employees and former employees when they are most vulnerable, which argues for additional public transparency and oversight to ensure that their use is consistent with policies and public expectations.</li></ol>

<b>Finding 2</b> <b>Page 45</b>	Of the 21 state agencies under audit, 20 have no documented policies and procedures over the use of confidentiality language in state employee settlement agreements.
<b>Effect</b>	<p>By not having a documented policy on the use of confidentiality language in state employee settlement agreements, there is a risk that confidentiality language may be abused to cover up harassment; discrimination; or other inappropriate, unlawful, or unethical behaviors, potentially allowing perpetrators to continue to remain in their positions and engage in further inappropriate, unlawful, or unethical behavior. This would be an inappropriate use of taxpayer dollars. Impacted employees may also not know that non-disclosure terms may be unenforceable under Public Records Law. If agencies do not have a transparent and accountable process to guide the use of non-disclosure, non-disparagement, or similarly restrictive clauses in state employee settlement agreements, then they cannot ensure that state employee settlements are handled in an ethical, legal, or consistent manner. We recognize that the lack of documented policies does not indicate, in and of itself, the inappropriate use of taxpayer dollars. It does, however, indicate a problematic lack of transparency and accountability that would prevent the public from knowing one way or another. This prevents the public from clearly seeing the issue, which could be better or worse than people suspect.</p> <p>Further, a lack of a documented policy on the use of confidentiality language creates the risk that confidentiality language could be used to protect or obscure from public view repeated instances of poor management or inappropriate or unlawful behavior at agencies of government. This perpetuates the risk that public employees may continue to face abusive or harassing treatment from perpetrators and that the taxpayers may be required to pay for the costs of settlements or litigation in connection with repeated problematic behavior.</p>
<b>Recommendation</b> <b>Page 49</b>	The 20 agencies included in this finding should establish and implement policies and procedures regarding the use of confidentiality language in state employee settlement agreements that are, at a minimum, in line with the Executive Department Settlement Policy established by GOV on January 27, 2025.
<b>Finding 3</b> <b>Page 56</b>	Of the 21 state agencies under audit, 3 did not provide the requested state employee settlement agreements, either at all or in a timely manner.
<b>Effect</b>	Agencies' failure to provide state employee settlement agreements to our office, which has the legal authority to receive and analyze them under state law, creates a reasonable concern that information is being unlawfully withheld. This could negatively affect public trust in government and obscures from view how public dollars are being spent. Since these records were not provided to us, we were unable to test (1) whether these agencies complied with CTR's reporting requirements and (2) whether the settlement lists provided to us were accurately described. Without sufficient documentation, there is a greater-than-acceptable risk that some or many state employee settlement agreements that should have been reported to CTR were not. CTR would therefore have been unable to ensure proper accounting of these settlement agreements.
<b>Recommendation</b> <b>Page 59</b>	The 3 agencies identified in this finding should develop policies and procedures to ensure that they retain documentation relating to state employee settlement agreements in accordance with the <i>Massachusetts Statewide Records Retention Schedule</i> . These policies and procedures should include the creation of a centralized list of such state employee settlement agreements and the location of the storage of these records to facilitate the production of these records upon request.



<b>Finding 4</b> <b>Page 62</b>	Of the 21 agencies under audit, 3 did not disclose to us 12 state employee settlement agreements, totaling approximately \$492,614, from the lists provided to us.
<b>Effect</b>	Based on the results of our review of CTR's Settlements and Judgments Access data and of Massport personnel files, there could potentially be more state employee settlements that were not self-reported to OSA.
<b>Recommendation</b> <b>Page 64</b>	Agencies should develop policies and procedures to ensure that state employee settlements are accurately recorded and tracked internally and that all information is accurately reported to CTR, in addition to the Comptroller performing periodic reviews to ensure the accuracy of the reported information so that only payments related to settlements and judgments are included in this database.
<b>Finding 5</b> <b>Page 67</b>	We found that 7 state agencies did not report 13 state employee settlement agreements to the Office of the Comptroller of the Commonwealth, as required by state regulation.
<b>Effect</b>	Failure to report settlement agreements is a violation of regulation and policy and may result in the improper reporting of the state employee settlement agreement in the state's accounting system and by the state employee to the Department of Revenue and the Internal Revenue Service. According to CTR's "Settlements and Judgments" policy, agencies are responsible for making any corrections necessary to bring any settlement documentation or payments into compliance if payment was made contrary to the instruction of CTR.
<b>Recommendations</b> <b>Page 69</b>	<ol style="list-style-type: none"><li>1. Agencies (where applicable) should establish and implement policies and procedures over the reporting of state employee settlement agreements to CTR. These policies and procedures should comply with all of CTR's regulations.</li><li>2. Agencies should ensure that staff members who are involved in the employee settlement process receive training on these policies and procedures.</li><li>3. Agencies should establish sufficient monitoring controls to ensure compliance and the appropriate management of this issue.</li></ol>

In addition to the findings above, we also noted 2 other matters focused on a lack of consistent documentation surrounding state employee settlement agreements and a violation of Section 12 of Chapter 11 of the General Laws, specifically inappropriate disclosure of sensitive information to unrelated parties. See Other Matters for more information.

On January 27, 2025, as we were releasing our first multi-entity audit of state employee settlement agreements, including non-disclosure and other confidentiality clauses, the Governor issued an Executive Department Settlement Policy that established "requirements for obtaining authority to settle, settling, and tracking settlements of actual or threatened litigation involving agencies or employees of the executive department." Although this was issued after the audit period, we reviewed the policy and addressed the requirements as part of our finding recommendations. This policy applies to all executive branch offices and agencies. For all other state entities within this audit, our office views this as a minimum

standard for a transparent policy, accessible to all employees within state agencies, as well as the general public.

### **Obtaining Views from Agency Officials**

Upon completion of our audit, we shared the audit report with all 21 agencies included as part of this audit and provided them with the opportunity to respond. Some agencies chose not to respond. Responses received from the remaining agencies are included within the audit findings section of this audit report.

## OVERVIEW OF AUDITED ENTITY

### Office of the Governor

The Office of the Governor (GOV) was established under Section I of Chapter II of the Constitution of the Commonwealth. It consists of the Offices of the Governor and the Lieutenant Governor, both of whom are elected every 4 years. During the audit period, Governor and Lieutenant Governor oversaw a cabinet consisting of the secretaries of the following offices:

Executive Office for Administration and Finance	Executive Office of Labor and Workforce Development
Executive Office of Education	Executive Office of Public Safety and Security
Executive Office of Energy and Environmental Affairs	Executive Office of Technology Services and Security
Executive Office of Health and Human Services	Massachusetts Department of Transportation
Executive Office of Housing and Livable Communities	Executive Office of Veterans Services
Executive Office of Economic Development	

Each secretary is appointed by the Governor and is responsible for overseeing the activities of the executive departments and other agencies within the secretariat. GOV sets policy for implementation by all cabinet secretariats, agencies, offices, commissions, boards, and other entities within the state executive department to achieve GOV's mission.

According to GOV's internal control plan,

*The Office of the Governor is committed to making Massachusetts a truly great place for all individuals to live, work, start a business, raise a family, and reach their full potential. It will work toward a growing economy with family-sustaining jobs; ensure that schools across the Commonwealth provide opportunity for every child regardless of zip code; improve the delivery of state services; and make Beacon Hill a true partner with our local governments to create safer and thriving communities across Massachusetts.*

### Office of the Comptroller of the Commonwealth

According to the Office of the Comptroller of the Commonwealth's (CTR's) website,

*[CTR's] mission is to oversee the Commonwealth's financial systems, promoting integrity, mitigating risk, and providing accurate reporting and promoting transparency to illustrate the financial health of Massachusetts. . . . We promote accountability, integrity, and clarity in Commonwealth business, fiscal, and administrative enterprises.*

CTR is an independent agency established by Section 1 of Chapter 7A of the Massachusetts General Laws. The Comptroller is the administrative and executive head of CTR and is appointed by the Governor for a term that runs concurrently with the Governor's term.

Section 2 of Chapter 7A of the General Laws establishes an advisory board to the Comptroller as follows:<sup>1</sup>

*There shall be an advisory board to the comptroller which shall consist of the attorney general, the treasurer, the secretary of administration and finance who shall be the chairman, the auditor, the court administrator of the trial court, and two persons who have experience in accounting, management, or public finance who shall be appointed by the governor. . . .*

*Said advisory board shall provide advice and counsel to the comptroller in the performance of his duties. The advisory board shall be responsible for reviewing any rules or regulations promulgated by the comptroller prior to their implementation. The advisory board shall also review prior to publication the annual financial report of the commonwealth published by the comptroller.*

CTR oversees more than \$131 billion in state spending. Its offices are located at 1 Ashburton Place in Boston.

## Employee Complaints

This audit encompasses some, but not all, government and quasi-government agencies in 3 primary categories:

1. state universities and colleges;
2. community colleges; and
3. independent and quasi-state agencies.

As part of our audit, we reviewed agreements and policy documents that outline the complaint and grievance processes used to address employee complaints and reach an agreed-upon resolution. Employees of community colleges and state universities who are represented by unions use collective bargaining agreements (CBAs) to resolve these issues. These CBAs are negotiated on behalf of these colleges and universities by the Massachusetts Board of Higher Education (BHE).<sup>2</sup> For non-union

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1. Generally Accepted Government Auditing Standards require that organizations be free from organizational impairments to independence with respect to the entities they audit. Pursuant to Section 2 of Chapter 7A of the General Laws, the State Auditor serves on the 7-member advisory board to the Comptroller, in this instance through a designee. This disclosure is made for informational purposes only, and this circumstance did not interfere with our ability to perform our audit work and report its results impartially.

2. Pursuant to Section 5 of Chapter 15A of the General Laws, BHE is responsible for the overall governance of state universities in "each category of institution within the system, including the University of Massachusetts, the state university, and community college segments."

professionals (NUPs), BHE developed separate handbooks for community colleges and universities. Independent and quasi-state agencies provided us with documentation to support their unique processes for handling employee complaints to reach an agreed-upon resolution.

## General Complaint Process

In general, agencies establish internal complaint procedures to address employment and payroll concerns on the part of an employee. All processes encourage an attempt at resolution through informal discussion with an immediate supervisor. Should the attempt at mutual resolution fail, the employee may escalate their concern to the next level of management. This may include an area manager, human resources office designee, and/or executive office representative.

In each step, the goal is to resolve the matter in a fair and equitable manner within a reasonable timeframe while preserving the confidentiality and privacy of those involved to the extent feasible, thus avoiding lengthy and expensive litigation for both parties.

## CBA Grievance Process

The grievance process for unionized employees is initiated with a written complaint setting forth the grievance,<sup>3</sup> including the known facts pertaining to an alleged breach of the CBA. A breach generally impacts the terms of employment with respect to wages and/or working conditions.

Should an employee report allegations of sexual harassment, discrimination, and/or retaliation, they are encouraged to proceed under BHE's "Policy on Affirmative Action, Equal Opportunity & Diversity," which contains a separate grievance procedure in a forum devoted exclusively to those issues.

For educational agencies, in addition to filing formal complaints of sexual harassment with a Title IX coordinator<sup>4</sup> or their designee, complainants may also file a criminal complaint with the campus police/public safety office, the local police department where the incident occurred, and/or other state and federal law enforcement agencies. Complainants can make both a criminal report and a report to the

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3. According to the Agreement between the Massachusetts Community College Council and BHE for academic years 2018 through 2021, a grievance is defined as "an allegation by a unit member(s) or by the Association that a specific provision of the Agreement has been breached in its application to the unit member(s) or the Association."

4. According to BHE's "Policy on Affirmative Action, Equal Opportunity & Diversity," each college "shall employ a Title IX Coordinator. The Title IX Coordinator may also serve as the College's [Affirmative Action Officer]. [Each] College's Title IX Coordinator has primary responsibility for coordinating the College's efforts to comply with and carry out its responsibilities under Title IX, which prohibits all sex discrimination and Title IX Sexual Harassment in all College operations, as well as retaliation for the purpose of interfering with any right or privilege secured by Title IX."

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university and do not have to choose one or the other. However, reports to law enforcement and/or criminal complaints do not constitute a formal complaint to the university under BHE's "Policy on Affirmative Action, Equal Opportunity & Diversity," unless they meet the criteria specified in the Title IX Sexual Harassment Complaint Process.<sup>5</sup>

The grievance process encourages the use of best efforts to come to an informal and prompt settlement of grievances. In some agencies this is considered the first step of the grievance process.

Grievances that are not resolved informally may be escalated to a 3-step process with the potential for resolution at each step. Each stage has different initiation steps, time limits, and response timeframes; however, the structure is the same. Step 1 is a formal presentation to the college or university president or their designee in an attempt to resolve the issue. Step 2 is informal mediation between the parties. This informal mediation is an off-the-record process for free disclosure and discussion with an agreed-upon mediator in order for the parties to reach an agreement. The third and final internal step is arbitration. An assigned arbitrator conducts the proceedings in accordance with the rules and regulations of the American Arbitration Association.<sup>6</sup>

## **NUP Grievance Process**

BHE's NUP handbooks outline a 3-step process initiated by an employee's written complaint with their immediate supervisor or human resources, who meet and attempt to reach a resolution. The second step involves the employee requesting a hearing. The third step is an appeal for review by the college or university president for a final decision.

## **State Employee Settlement Agreements**

Initial research revealed that state agencies did not have a consistent, comprehensive, established definition of what constitutes a state employee settlement agreement. In our opinion, this creates a risk of unfair, disparate treatment, as well as a lack of transparency for settlement activity across state government. For the sake of consistency in the audit, we defined a state employee settlement as a

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5. According to BHE's "Policy on Affirmative Action, Equal Opportunity & Diversity," "Title IX regulations require institutions of higher education to implement a policy to address sexual harassment, which shall include sexual violence as defined by the U.S. Department of Education."

6. The American Arbitration Association provides alternative dispute resolution services to assist parties in resolving disputes and reaching mutually beneficial agreements outside of traditional court proceedings.

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settlement resulting from a formal claim<sup>7</sup> (a union or non-union grievance, complaint, or lawsuit) against a state agency brought by a current or former employee.

State employee settlement agreements can result from claims, including, but not limited to, discipline and termination, discrimination, position classifications, employment conditions, promotion, vacation, and sick leave. Claims also include complaints settled through the Massachusetts Civil Service Commission, Massachusetts Commission Against Discrimination, Massachusetts Department of Labor Relations, Massachusetts Human Resources Division, and grievance procedures as part of CBAs.

The Office of the Attorney General (AGO) is only involved in another state agency's settlement process if that process goes to court. For the purposes of this audit, we reviewed state employee settlement agreements that resulted in monetary and non-monetary awards.

During the audit, we requested from all agencies listed in [Appendix C](#) all policies and procedures in effect during the audit period regarding the use of state employee settlement agreements. Most agencies did not have their own internal policy on how a state employee settlement agreement is defined, when one would be considered or used, or how one would be developed.

State agencies instead cited guidance from CTR that provided details on how CTR defines a state employee settlement agreement. Agencies informed us that they follow CTR's policy for processing and reporting on state employee settlement agreements. CTR uses this definition to identify state employee settlement agreements that are able to be paid by the Settlement and Judgment fund administered by CTR. This guidance does not serve as agency policy regarding the development or use of state employee settlement agreements. This policy relates to the payment of settlements and provides only limited instruction on what a state agency should do when it receives claims or other complaints.

The Massachusetts Port Authority (Massport), a quasi-state agency, is not directly overseen by the state government but does receive oversight from a board of directors. Because of this, it is not subject to CTR's regulation and policy regarding employee settlement agreements and payments. Massport's secretary-treasurer has the authority to execute settlements in consultation with the chief executive officer and executive director or chief of staff. Massport provided us with an internal policy detailing the approvals

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7. CTR's "Settlements and Judgments" policy defines a claim as "any demand by any person for damages to compensate a wrong allegedly suffered, including but not limited to violation of civil rights, breach of contract, failure to comply with contract bidding laws, incorrect or improper personnel determinations regarding pay, promotion or discipline, failure to comply with statutory or constitutional provisions applicable to employment."

needed for settlement claims against Massport over certain dollar thresholds and quarterly reporting of litigation to its board before the commencement of any action.

The Office of the Inspector General (OIG), an independent agency, provided June 2024 administrative guidance for handling settlements in accordance with CTR's policy.

## Settlement and Judgment Fund

The Settlement and Judgment fund is a reserve appropriation within the Commonwealth's annual budget. It was created in 1985 and is administered by CTR to fund certain court judgments, settlements, and legal fees. A state agency entering into an employee settlement may use the Settlement and Judgment fund administered by CTR.

CTR promulgated Section 5 of Title 815 of the Code of Massachusetts Regulations (CMR), which documents how state employee settlement agreements are to be paid for by state agencies. According to 815 CMR 5.01, this regulation was established for the following purpose:

- (1) The purpose of [this regulation] is to clarify the procedures by which agencies may preserve the availability of funds and may obtain access to funds for the payment of judgments and settlements. Such clarification will:*
  - (a) Aid agencies in making the payment of judgments and settlements a part of their current year operation or capital project budgeting; and*
  - (b) Ensure faster payment of judgments and settlements, which will lessen the waiting time for successful claimants and litigants against the Commonwealth and its agencies and minimize the amount of any applicable interest.*
- (2) [This regulation] shall identify funds legally available for payment and shall minimize the need to use deficiency payments for judgments and settlements of claims against the Commonwealth. 815 CMR 5.00 shall also prevent any use by agencies of the Commonwealth of funds not legally available for payments of such judgments and settlements.*

As part of administering the Settlement and Judgment fund, CTR must submit a quarterly Settlement Judgment Transparency Report<sup>8</sup> to the Legislature to report on the financial activity of the fund. These

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8. In accordance with Section 2 of Chapter 28 of the General Laws, CTR is required to submit quarterly reports each fiscal year on payments from the Settlement and Judgment fund. These reports provide information on payees, amounts, and the associated Commonwealth of Massachusetts department or agency for settlements and judgments paid from the fund.

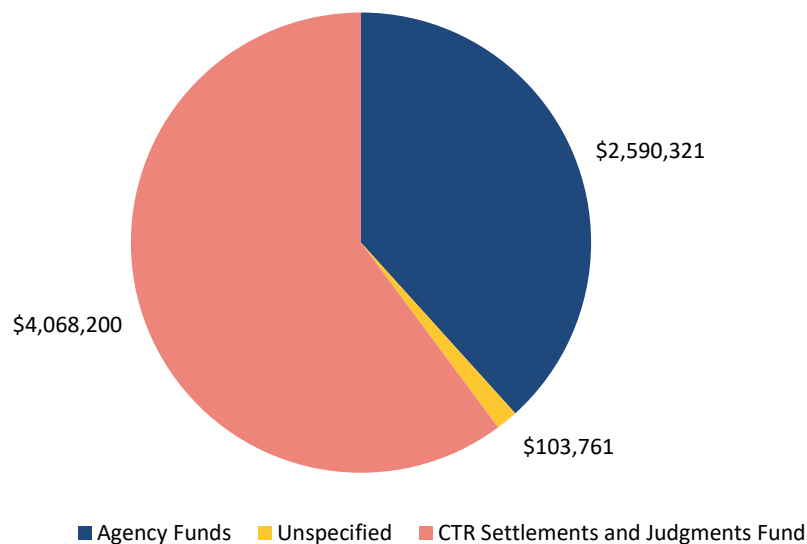


reports do not include department-funded settlement payments because those payments fall outside the scope of the statutory reporting requirement.

## Payment of State Employee Settlement Agreements

State agencies that are subject to 815 CMR 5.06 are allowed to pay state employee settlements by using either (1) the agency's current year operating budgets (salary line items) without regard to the year in which the claim(s) arose or (2) by accessing the Settlement and Judgment fund administered by CTR. As CTR processes claims on behalf of departments, **all monetary settlements<sup>9</sup> must be reviewed by CTR prior to payment**, regardless of whether they are paid from the Settlement and Judgment fund. During our audit, we identified approximately \$6.8 million in state employee settlement agreements paid by the agencies under review. As part of the \$6.8 million, \$1,672,797 from Massport—which, as noted above, is a quasi-state agency—was not subject to the CTR reporting requirement. All other agencies in this audit are subject to 815 CMR 5.06. See the chart below for funding sources disclosed by agencies.

### Source of Funding for State Employee Settlement Agreements January 1, 2019 through December 31, 2024



Note: "Unspecified" represents settlements where the funding source was not specified in the documentation provided by AGO.

9. According to CTR's "Settlements and Judgments" policy, "A 'monetary' settlement or judgment includes any action which results in a payment being made to, or on behalf of a claimant, or which may impact 'creditable' service for retirement calculation purposes for a state employee, or which may result in a future commitment of funds, services or state resources."

Under 815 CMR 5.09, agencies are required to notify CTR within 15 days when a state employee settlement agreement involves a monetary award to be paid to the current or former employee, regardless of whether that settlement is ultimately paid from the Settlement and Judgment fund. In addition to the Settlement Agreement and General Release, agency employees must submit a completed “815 CMR 5.00 Non-Tort Settlement/Judgment Authorization Form” or “S&J Form” to CTR that details information on the claimant, employment status (current or former), department, settlement type, amount of payment, amount of attorney fees, amount of any interest due,<sup>10</sup> and payment type (through CTR or the department). CTR checks that the “S&J Form” contains approvals from the agency’s chief fiscal officer and agency counsel. In certain circumstances, approval is required from AGO and the Executive Office for Administration and Finance for state employee settlement agreements greater than \$250,000.<sup>11</sup> If the required information has been supplied, CTR continues to review the form to determine whether there is a single claimant or multiple claimants and whether the claimant’s name(s) will be withheld from public disclosure.

Claims with sufficient information provided by a department are entered as records into CTR’s Settlements and Judgments Access database. CTR conducts a secondary review of the state employee settlement agreement and payment information. CTR confirms the availability of sufficient funding to pay the claim through the Massachusetts Management Accounting and Reporting System (MMARS) and consults with the department if there are any issues. In addition, CTR ensures that payments are made using the appropriate MMARS codes for correct financial reporting. It also ensures that the department makes proper tax withholdings and tax reporting. Once the review is complete, CTR sends an approval email to the department.

Whether an agency makes a settlement payment using its department appropriations or the Comptroller makes the payment using the Settlement and Judgment fund, there is one main MMARS expenditure object code designated for employment-related settlements and judgments (A11). Within the Settlements and Judgments Access data provided to us for this audit, we found 6 MMARS object codes used by the agencies reviewed for categorizing types of payments associated with state employee settlement agreements ([Appendix B](#)). The MMARS settlement and judgment code contains employment-related claims, including any claim for damages arising out of an individual’s employment by the

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10. According to CTR’s “Settlements and Judgments” policy, “Interest will either be awarded as a specified amount, or will be calculated at the time of payment in accordance with the rates specified in the settlement or judgment.”

11. This threshold is noted in the Judgments, Settlements and Legal Fees budgetary line item (1599-3384).

Commonwealth, such as awards of back pay for improper termination, lump sum awards, discrimination claim awards, emotional distress awards, and attorney fees and costs. This MMARS code does not include retroactive salary adjustments, unpaid regular time, periodic CBA increases, or any other payment adjustments that are not the result of a claim or lawsuit filed against the department that results in a court judgment, administrative order, or state employee settlement agreement.

## **Confidentiality Language in State Employee Settlement Agreements**

During the audit period, all of the agencies under audit (with the exception of the OIG) had no documented policies in place over the use of non-disclosure agreements or confidentiality clauses related to state employee settlement agreements.

We found in our review of the CBAs and BHE's "Policy on Affirmative Action, Equal Opportunity & Diversity" that parties must maintain confidentiality during the mediation process. Neither of these describes the use of confidentiality clauses within settlement agreements. We did find that OIG developed administrative guidance in June 2024 (near the end of the audit period) that outlines provisions related to the use of non-disclosure, non-disparagement, and confidentiality in employee settlement agreements.

In response to our inquiries, some agencies informed us that they did not use non-disclosure agreements or confidentiality clauses in their state employee settlement agreements. However, the documentation provided (CBAs, NUP handbooks, employee handbooks, and policy documents) did not substantiate their claims that an internal policy existed that prevented them from using confidentiality clauses.

We noted that AGO provides guidance to all agencies' counsel, including the special assistant attorneys general serving as agency-retained private counsel representing the Commonwealth in court proceedings. AGO explained that these guidelines prohibit the use of non-disclosure agreements in settlements but would not provide these guidelines to us, citing attorney-client privilege.

Some state employee settlement agreements have been found to be inherently public records. In *[Boston] Globe Newspapers Co Inc. vs. Executive Office of Energy and Environmental Affairs et al.*, a declaratory judgment, dated June 14, 2013, found that records of separations, severance, transition, or settlement agreements entered into by state agencies and public employees, or records of payments made from the Settlement and Judgment fund by the Comptroller, are public records subject to mandatory disclosure. Employee addresses, phone numbers, and other personal information can be redacted in certain cases.

The court weighed whether public employees' privacy rights take precedence over the public's right to know about government expenditures. The court stated that a public employee's identity and the information contained within the agreement are wholly unrelated to an individual's privacy interest and, therefore, are not subject to privacy exemption. Therefore, the disclosure of a state employee settlement agreement with the employee's identity, current or former work entity, the financial terms of the agreement, and various legal provisions do not imply a right to privacy.

According to *A Guide to Massachusetts Public Records Law* by the Public Records Division of the Secretary of the Commonwealth's office,

*Public interest in the financial information of a public employee outweighs the privacy interest where the financial compensation in question is drawn on an account held by a government entity and comprised of taxpayer funds. Additionally, the disclosure of the settlement amount would assist the public in monitoring government operations. Therefore, exemptions to the Public Records Law will not operate to allow for the withholding of settlement agreements as a whole. However, portions of the agreements, and related responsive records, may be redacted pursuant to . . . the Public Records Law.*

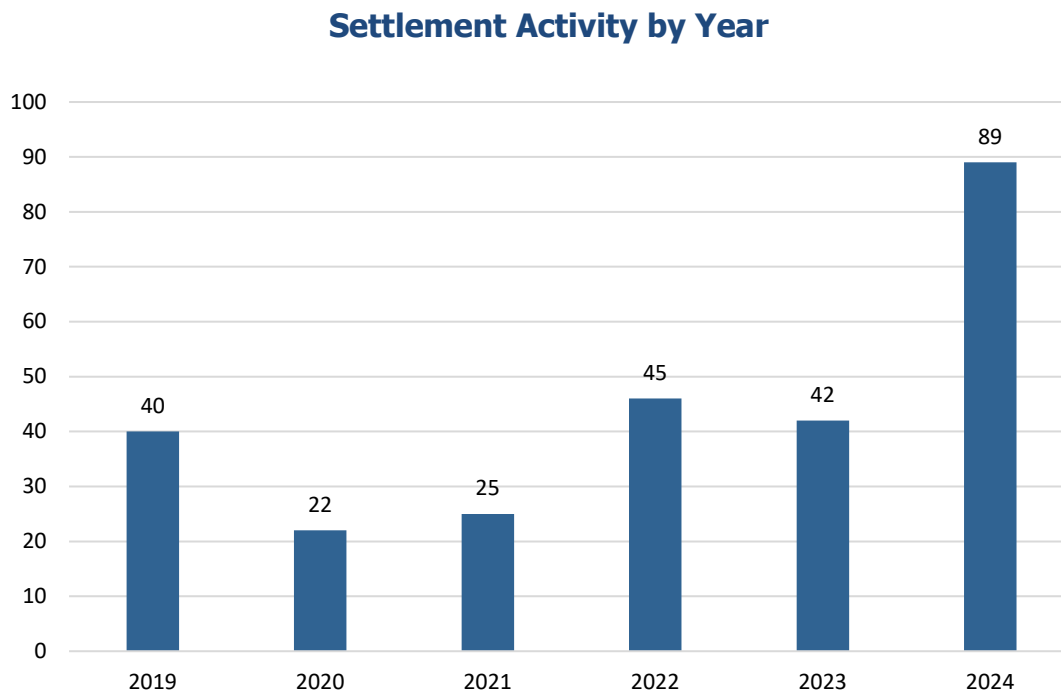
While certain information could be redacted from settlement documents, the state employee settlement agreement itself is a public document subject to disclosure and public inspection.

## **State Employee Settlement Agreements by the Numbers**

Based on state employee settlement agreement lists provided to us (totaling 250) by the agencies listed in [Appendix C](#), and the remaining 13 state employee settlement agreements identified during our reviews, during the period January 1, 2019 through December 31, 2024 agencies included as part of this audit entered into 263 state employee settlement agreements with a total reported cost of \$6,762,282. For the purpose of this audit, we looked at settlement agreements, but this list also includes some arbitrations because they were originally self-reported to us as settlement agreements by auditees. At the end of the audit, some auditees sent additional documentation clarifying that these agreements were technically classified as arbitrations. These arbitrations were used to resolve claims, grievances, disagreements, etc. While this audit is focused on settlement agreements, there is also some information pertaining to some of these arbitrations because auditees original self-reported them to our office as settlement agreements.

Two hundred fifty of these 263 settlements (95%) were self-reported to the Office of the State Auditor by agencies. Additionally, we identified 6 settlement payments within CTR's Settlements and Judgments Access database that were not included in the self-reported lists. Our review of Massport personnel files

revealed an additional 7 settlements that Massport itself did not report to us, bringing the total to 263 (250 self-reported, 6 that we identified within CTR's database, and 7 that we identified in our review of Massport personnel files) that we are aware of during the period. See the "[Data Reliability Assessment](#)" section and [Finding 4](#) for more information. On average, across the 21 agencies included in this audit, there were 44 state employee settlement agreements per year, with an average cost of \$25,712 per settlement.<sup>12</sup> The number of state employee settlement agreements peaked in 2024, with 89 settlement agreements. See the chart below.



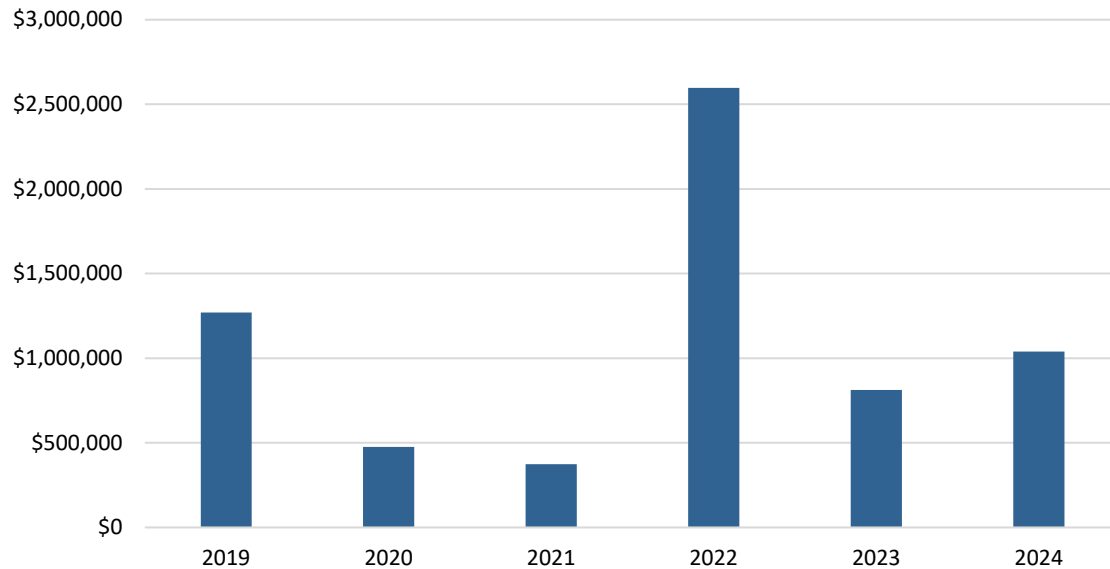
Note: The high number of employee settlement agreements in 2024 is related to a class action lawsuit filed by 49 employees against Roxbury Community College in that year.

The dollar value of each state employee settlement agreement is determined by negotiations between the state agency and the employee or their representative. Agencies' employee settlement costs peaked in 2022 at \$2,615,543. See the chart below.

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12. This amount reflects the average cost calculated based on the total cost of settlements (\$6,762,282) divided by the total count (263) identified during the audit period.

### Settlement Activity Cost by Year



Note: The high settlement cost in 2022 is related in part to a large settlement with Massport for approximately \$1,375,000. See additional details in [Appendix A](#).

Year	Sum of Dollar Amounts of Settlements
2019	\$1,445,578
2020	475,097
2021	373,323
2022	2,615,543
2023	813,251
2024	1,039,490
Grand Total	<u>\$6,762,282</u>

Between January 1, 2019 and December 31, 2024, agencies' self-reported settlement activity ranged from 1 settlement to 63 settlements.<sup>13</sup> Over the audit period, the 3 agencies with the highest settlement counts were Roxbury Community College (63), Middlesex Community College (24), and Bunker Hill Community College (20). The offices with the highest settlement costs over the audit period were Massport (\$1,672,797), Roxbury Community College (\$665,709), and Bunker Hill Community College (\$583,325). See the table below.

13. We were unable to confirm that these were all the settlement agreements entered into during the audit period. It is possible that some or many state employee settlement agreements, including those containing confidentiality language, are still undisclosed. See the "[Constraint](#)" section for more information regarding this dynamic.

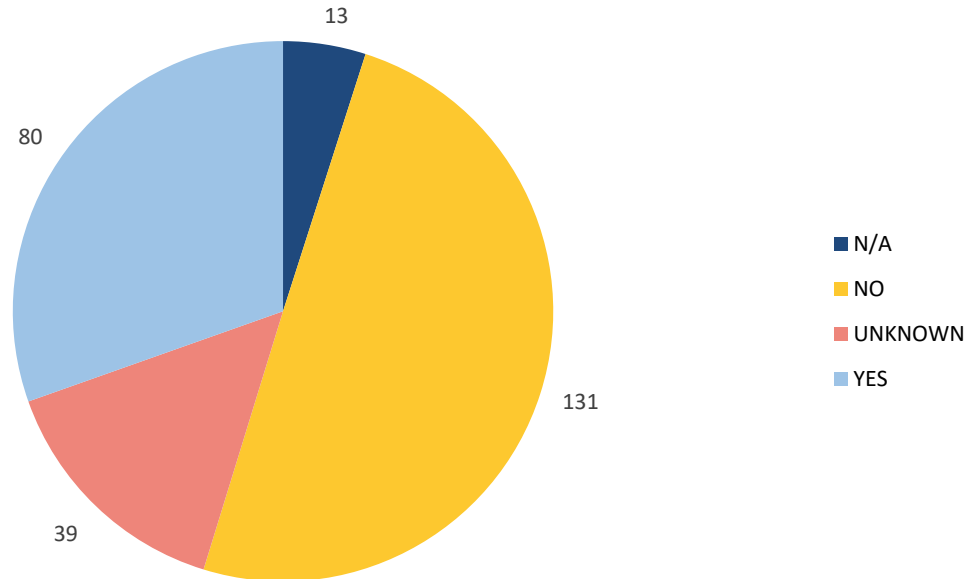
### Number of State Employee Settlement Agreements and Total Cost of Settlements by Agency during the Audit Period

Agency	Settlements Disclosed During the Audit Period	Amount
Berkshire Community College	16	\$ 135,220
Bridgewater State University	18	182,770
Bunker Hill Community College	20	583,325
Cape Cod Community College	8	298,159
Fitchburg State University	15	105,932
Greenfield Community College	10	451,741
Massachusetts College of Art and Design	17	711,557
Massachusetts College of Liberal Arts	10	236,414
Massachusetts Commission Against Discrimination	2	475,000
Massachusetts Maritime Academy	6	158,573
Massachusetts Office for Victim Assistance	0	0
Massachusetts Port Authority	11	1,672,797
Middlesex Community College	24	83,368
Nantucket County Sheriff's Office	0	0
Office of the Attorney General	10	196,339
Office of the Commissioner of Probation	5	56,825
Office of the Inspector General	1	93,069
Roxbury Community College	63	665,709
Springfield Technical Community College	10	226,136
Suffolk County District Attorney's Office	0	0
Worcester State University	17	429,347
<b>Total</b>	<b><u>263</u></b>	<b><u>\$6,762,282*</u></b>

\* Discrepancy in total due to rounding.

Within the 263 state employee settlements identified during the audit period, we found that at least 80 of these state employee settlement agreements contained some form of confidentiality language. Additionally, 39 of the 263 state employee settlements agreements were not provided for us to review. It is possible that some additional confidentiality clauses exist that were not reported to us. See the chart below.

## State Employee Settlement Agreements Containing Confidentiality Language During the Audit Period



Note: Unknown here represents state employee settlement agreements that were not provided to us for review. N/A represents 10 records that were later determined to be arbitration awards instead of state employee settlement agreements and 3 records that could not be confirmed as either an arbitration award or a state employee settlement.

Note: At the tail end of our audit, on January 14, 2026, MassArt provided us with 3 employee settlement agreements that included confidentiality language, totaling over \$287,000. While we were not able to include this new information into this chart or the findings of our report due to the late nature of receiving these records, our team feels it is important to provide this additional data as **this raises the amount of confidentiality language used in agreements from 80 to 83 and total dollar amount spent on confidentiality clauses from \$4,178,021 to roughly \$4,465,021.**

Our analysis of the 80 state employee settlement agreements with confidentiality language revealed that usage varied by agency. Worcester State University used confidentiality language in 13 (76%) of its 17 state employee settlement agreements, the most during the audit period. Roxbury Community College had the highest count of settlements (28), with only 3 (11%) confirmed to contain confidentiality language, but it also did not provide 35 (56%) of the agreements requested, so these figures could be higher. Middlesex Community College, with 24 settlements, included the language in only 1 settlement. AGO and the Office of the Commissioner of Probation did not include confidentiality language at all. See the table below.



## Use of Confidential Language in Employee Settlements

Agency*	Number of Settlements with Confidentiality Language	Total Number of Settlements Received	Agency Percentage Use	Cost of Settlements with Confidentiality Language
Berkshire Community College	7	9	78%	\$ 128,965
Bridgewater State University	12	18	67%	57,770
Bunker Hill Community College	2	17	12%	150,000
Cape Cod Community College	2	6	33%	111,000
Fitchburg State University	4	15	27%	97,352
Greenfield Community College	4	10	40%	345,080
Massachusetts College of Art and Design	8	12	67%	409,389
Massachusetts Commission Against Discrimination	1	2	50%	0
Massachusetts Maritime Academy	4	6	67%	155,042
Massachusetts College of Liberal Arts	8	10	80%	221,775
Massport	6	11	55%	1,613,094
Middlesex Community College	1	24	4%	0
Office of the Attorney General	0	10	0%	0
Office of the Commissioner of Probation	0	5	0%	0
Office of the Inspector General	1	1	100%	93,069
Roxbury Community College	3	28	11%	249,000
Springfield Technical Community College	4	10	40%	156,636
Worcester State University	13	17	76%	389,849
Grand Total	80	211	38%**	<u>\$ 4,178,021</u>

\* Agencies excluded from this table are the Massachusetts Office for Victim Assistance, Nantucket County Sheriff's Office, and Suffolk County District Attorney's Office. These agencies reported that they did not have settlement agreements during the audit period.

\*\* Note that this is the percentage of employee settlement agreements received with confidentiality language.

Note: At the tail end of our audit, on January 14, 2026, MassArt provided us with 3 employee settlement agreements that included confidentiality language, totaling over \$287,000. While we were not able to include this new information into this table or the findings of our report due to the late nature of receiving these records, our team feels it is important to provide **this additional data as this raises the amount of confidentiality language used in agreements from 80 to 83 and total dollar amount spent on confidentiality clauses from \$4,178,021 to roughly \$4,465,021.**

Appendices A, D, and E present further data on a list of employee settlement agreements, confidentiality language used, and the funding sources and claim types, broken down by department.

## AUDIT OBJECTIVES, SCOPE, AND METHODOLOGY

In accordance with Section 12 of Chapter 11 of the Massachusetts General Laws, the Office of the State Auditor (OSA) has conducted a performance audit of certain activities of Office of the Governor (GOV) and the Office of the Comptroller of the Commonwealth (CTR). Pursuant to our governing statute, Section 12 of Chapter 11 of the General Laws, our audit covers multiple entities' use of state employee settlement agreements. Specifically, Section 12 of Chapter 11 of the General Laws states, "Each entity may be audited separately as a part of a larger organizational entity or as a part of an audit covering multiple entities." As such, our review of the use of state employee settlement agreements was completed at GOV, CTR, and 21 other state agencies for the period January 1, 2019 through December 31, 2024.

We conducted this performance audit in accordance with Generally Accepted Government Auditing Standards (GAGAS) except Paragraph 8.90, which pertains to obtaining sufficient, appropriate evidence to meet audit objectives. During the audit, we encountered instances where sufficient, appropriate evidence was not provided for the audit period.

Consistent with GAGAS, we have noted this inability to obtain sufficient, appropriate evidence as part of the "Scope Limitation" section below. We believe that, except for areas detailed in the "Scope Limitation," the evidence we obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Below is a list of our audit objectives, indicating each question we intended our audit to answer; the conclusion we reached regarding each objective; and, if applicable, where each objective is discussed in the audit findings.

Objective	Conclusion
1. Did state agencies included as part of this audit report all monetary employee settlement claims to CTR in accordance with Section 5.09 of Title 815 of the Code of Massachusetts Regulations (CMR) and CTR's "Settlements and Judgments" policy?	<b>No; see Findings <u>1</u>, <u>3</u>, <u>4</u>, and <u>5</u></b>
2. To what extent, if at all, have agencies included as part of this audit developed and implemented policies and procedures regarding the use of confidentiality requests, including non-disclosure agreements, within the context of employee settlement agreements?	<b>To an insufficient extent; see Finding <u>2</u></b>

To accomplish our audit objectives, we gained an understanding of the GOV and CTR internal control environment relevant to our objectives by reviewing the Governor's and Comptroller's internal control

plans, by reviewing the Comptroller's (and the state agencies under audit's) applicable policies and procedures, by performing walkthroughs of the processes related to our objectives, and by conducting interviews of management in GOV, CTR, and the agencies under audit. We evaluated the design and implementation of internal controls related to state employee settlement agreements and the use of confidentiality clauses. See [Finding 1](#) for more information.

To obtain sufficient, appropriate evidence to address our audit objectives, we performed the procedures described below.

## Scope Limitation

Paragraph 9.12 of the US Government Accountability Office's *Government Auditing Standards* states, "Auditors should . . . report any significant constraints imposed on the audit approach by information limitations or scope impairments."

We experienced the scope limitations listed below while performing the audit.

### Constraint

During the course of the audit, certain records we requested were not provided to us. (See [Finding 3](#), [Finding 4](#), and [Other Matters](#)).

We initiated our audit by requesting a list of all state employee settlement agreements entered into by the state agencies included in this review. Most agencies did not have a system of record for settlements made with their employees. Agencies made an effort to review their records and compile the list by doing the following: reviewing legal files, reviewing human resources files, and reviewing union grievance files. Agencies also consulted CTR's Settlement and Judgment fund records for their agencies to determine which activity was related to state employee settlement agreements and should be included on the requested list. The agencies compiled lists after reviewing the state employee settlement agreements identified in this search, and most agencies conducted this due diligence in a sufficient manner.

We requested settlement agreements for the 263 state employee settlement agreements identified during the audit period to review for evidence of confidentiality clauses within the documentation. Three agencies did not provide a total of 39 state employee settlement agreements. As a result, although we feel confident that the conclusions to our audit objectives are correct, if we had been

able to examine all requested records, we would have better understood the full magnitude of the issues, and this may have increased the significance of our findings.

From the Massachusetts Port Authority (Massport), we requested confirmation that the list of employee settlement agreements originally provided to us was complete and accurate, including any agreements between the agency and union employees. As we were conducting our Data Reliability Assessment (DRA), Massport, citing Chapter 66A of the General Laws—known as the Fair Information Practices Act (FIPA)—sent notifications to employees and provided them the opportunity to object to allowing access to these personnel records. We disagree with Massport’s assertion regarding the applicability of FIPA and view Massport’s actions to be in violation of our statutory authority to access records in connection with our audits under Section 12 of Chapter 11 of the General Laws. (See Other Matters.) We requested the notices from the 10 employees who purportedly indicated to Massport their objection to our review of their personnel files, but we were only given a list of the individuals and the dates on which the objections were allegedly submitted to Massport. Because Massport did not provide us access to review these 10 personnel files, we cannot determine whether they contained employee settlement agreements that should have been tested as part of the audit objective of reviewing agencies’ use of confidentiality requests within the context of employee settlement agreements. We remain concerned regarding Massport’s assertion that FIPA grants individuals the ability to hide records from our office, which is authorized to review them under statute. This unlawful assertion of FIPA could allow for the purposeful obfuscation from scrutiny the content of these records, which may contain important information that should be accessible to the public. This could allow agency management or other employees with a history of ignoring or perpetrating inappropriate behavior to hide that behavior from oversight.

Massport stated that the list of employee settlements it provided to us was complete and accurate. Based on our review of employee personnel files, however, we determined that it was not. Our office uncovered 7 additional employee settlements that Massport did not disclose to us in the settlement list originally provided to us. We obtained and reviewed copies of these 7 employee settlement agreements identified during our personnel file review, completed during our DRA. There could potentially be more employee settlements that Massport did not self-report to OSA.

We also experienced delays when attempting to perform our review of Massport’s employee personnel files. The initial request was made on April 14, 2025, and we were not granted access until June 25, 2025.

## Reporting of Monetary Employee Settlements to CTR

### Review for Unreported State Employee Settlement Agreements

We asked CTR to review the lists of 252 of the 263 settlement records from 17 state agencies. The 11 settlement records from Massport were excluded because the agency is not required to report them to CTR. We also provided the associated settlement agreements, if obtained, to CTR for review. Based on the nature of the settlements and awards, CTR confirmed that 173 were monetary settlements that should have been reported for review prior to payment. Of these 173 monetary settlements, 13 were not reported. We asked CTR to search its Settlements and Judgments Access database and records to determine whether it had any evidence that the 13 state employee settlement agreements were submitted to CTR for review. CTR confirmed that 160 of the 173 were reported.

Below is a table breaking down the count of settlements, by agency, that we reviewed.

State Agency	Number of Settlements OSA Sent to CTR*	Settlements Required to Be Reported to CTR	Settlements Not Required to Be Reported to CTR
Berkshire Community College	16	12	4
Bridgewater State University	18	8	10
Bunker Hill Community College	20	14	6
Cape Cod Community College	8	5	3
Fitchburg State University	15	12	3
Greenfield Community College	10	7	3
Massachusetts College of Art and Design	17	13	4
Massachusetts College of Liberal Arts	10	6	4
Massachusetts Commission Against Discrimination	2	1	1
Massachusetts Maritime Academy	6	2	4
Middlesex Community College	24	7	17
Office of the Attorney General	10	10	0
Office of the Commissioner of Probation	5	4	1
Office of the Inspector General	1	1	0
Roxbury Community College	63	56	7
Springfield Technical Community College	10	8	2
Worcester State University	17	7	10
Grand Total	<u>252*</u>	<u>173</u>	<u>79</u>

\* This table excludes 11 Massport records, which are not required to be reported to CTR.

See [Finding 5](#) for more information on agencies failing to report state employee settlement agreements to CTR.

## Review of Documentation for Monetary State Employee Settlements

CTR identified 173 employee settlement records, dated from January 1, 2019 through December 31, 2024, as being required to be reported to CTR. To determine whether the agencies under audit maintained documentation to support settlements reported to CTR, we requested the following documentation for all the records:

- the executed state employee settlement agreements, complete with signatures from authorized parties;

- the “815 CMR 5.00 Non-Tort Settlement/Judgment Payment Authorization Form” submitted to CTR, complete with proper approvals; and
- the email approval for payment of the settlement claim from CTR.

See [Finding 3](#) for issues we identified with state agencies not providing documentation for state employee settlement payments.

## Use of Confidentiality Language in State Employee Settlement Agreements

To determine to what extent the 21 state universities and colleges, community colleges, and independent and quasi-state agencies under audit have developed and implemented policies and procedures regarding state employee settlement agreements, including the use of confidentiality language within the context of the agreements, we took the following actions:

- We interviewed management and legal counsel of the agencies to learn about the steps taken when entering into a state employee settlement agreement. During these interviews, we inquired about internal procedural documents for reviewing claims, determining the terms of the settlement, and processing the settlement agreements. It was explained to us that the legal counsel performed an analysis and provided a recommendation on whether to settle a pending claim. This support was considered privileged documentation and was not provided to us.
- We inquired about whether agencies had policies in place regarding the use of confidentiality language within state employee settlement agreements.
- For the entire population of **263** state employee settlement agreements, we requested copies of the settlement agreements and the original claim, complaint, or grievance to gain an understanding of the situation that led to the settlement. The requested settlement agreements were provided to us for **211** records. The associated original claims, complaints, or grievances were provided for only **77** records.
- We reviewed all 211 state employee settlement agreements provided. We found that at least 80 out of the 211 employee settlement agreements included some type of confidentiality language. We inspected these 80 settlement agreements to determine whether they included information that could be considered exempt under public records law. We were informed that agreements are drafted on a case-by-case basis. We requested that agencies explain their rationale or reasoning for the inclusion of confidentiality language in each agreement. We reviewed 2 available statements highlighting the rationale for confidentiality language’s inclusion.

See [Finding 2](#) and [Other Matters](#) for issues we identified with the process of how state agencies used confidentiality language in state employee settlement agreements.

## Data Reliability Assessment

### CTR Settlements and Judgments Access Database

CTR provided us an Excel list of state employee settlement agreements and payments reported during the audit period from its internal Settlements and Judgments Access database. (See [Appendix E](#).) To determine the reliability of the data, we performed validity and integrity testing to ensure that the settlement documentation receipt dates (the date documentation was received by CTR's legal team) were within the audit period. We also checked that there were no duplicate state employee settlement records.

In addition, we conducted interviews pertaining to CTR's approval process, which included employee access to the database.

### State Employee Settlement Agreement Lists

To determine the reliability of the lists of state employee settlement agreements provided by each agency, we conducted interviews with agency management and legal counsel who were knowledgeable about the process of entering into the settlement agreements and the creation of the lists. We performed validity and integrity testing of the data to ensure that all lists contained settlement records that were executed during the audit period and that there were no duplicate settlement records.

Further, we selected random samples from the agencies with larger counts of state employee settlement agreements. For agencies with counts of 10 or fewer, we reviewed the entire population. These samples combined for 151 state employee settlement agreements from the total population of 263 settlement agreements reported in the lists provided to us for the audit period. We vouched information included in each list (settlement dates, employee names, descriptions of the settlements, and the amounts) to copies of the signed state employee settlement agreements. During our DRA, we did not receive 20 state employee settlement agreements to vouch out of the 151 that were sampled. See [Finding 3](#) for more information on the total population of settlement agreements not received during the course of the audit.

The table below details the sample sizes reviewed for each office.



Agency	Number of Settlements Self-Reported in Agency Lists	Number of Agreements Requested for Review	Number of Requested Agreements Received from Agencies	Number of Requested Agreements Not Provided by Agencies
Berkshire Community College	16	10	6	4 (40%)
Bridgewater State University	18	10	10	0 (0%)
Bunker Hill Community College	20	10	10	0 (0%)
Cape Cod Community College	7	7	5	2 (29%)
Fitchburg State University	15	6	5	1 (17%)
Greenfield Community College	10	10	10	0 (0%)
Massachusetts College of Art and Design	14	10	7	3 (30%)
Massachusetts College of Liberal Arts	10	10	10	0 (0%)
Massachusetts Commission Against Discrimination	2	2	2	0 (0%)
Massachusetts Maritime Academy	6	6	6	0 (0%)
Massachusetts Office for Victim Assistance	0	0	0	0 (0%)
Massachusetts Port Authority	4	4	4	0 (0%)
Middlesex Community College	24	10	10	0 (0%)
Nantucket County Sheriff's Office	0	0	0	0 (0%)
Office of the Attorney General	10	10	10	0 (0%)
Office of the Commissioner of Probation	5	5	5	0 (0%)
Office of the Inspector General	1	1	1	0 (0%)
Roxbury Community College	61	20	10	10 (50%)
Springfield Technical Community College	10	10	10	0 (0%)
Suffolk County District Attorney's Office	0	0	0	0 (0%)
Worcester State University	17	10	10	0 (0%)
Total	<u>250</u>	<u>151</u>	<u>131</u>	<u>20</u> (13%)

In addition, we obtained from CTR a list of state employee settlement payments reported by the agencies included in this audit and compared the CTR list against the agency lists.

For state employee settlement agreements in the list that were monetary, we vouched the agency name, settlement date, employee name, and the amount to CTR's Settlements and Judgments Access data. Additionally, we filtered the Settlements and Judgments Access data by agency, confirming that the monetary settlements were included in the state employee settlement agreement lists provided to us by

the agencies. We identified 6 records within the data provided by CTR that were excluded from the lists. We found that 5 of the 6 records, totaling \$352,769, qualified as settlement agreements. One record was an arbitration award. We sent follow-up inquiries requesting an explanation and that the documentation be sent to us for review. As of the time of this report, we have only received documentation for 1 arbitration. For 1 settlement, the agency reported to us that the Human Resources Compensation Management System ID in CTR's Settlements and Judgments Access data was not associated with anyone within its payroll system. This issue (along with the Massport issue highlighted below) totals \$492,614 of settlements identified during our DRA. See [Finding 4](#) for more information.

### Settlements from CTR's Settlements and Judgments Access Data Excluded from Lists Provided by Agencies

Agency	Date CTR Received the Settlement Paperwork	Settlement Claim Total Amount	Explanation Provided by the Agency
Massachusetts College of Art and Design	August 16, 2019	\$111,149	There was no underlying complaint. Payment was due to the terms and conditions of the non-union professional contract.
Massachusetts College of Art and Design	October 17, 2021	\$119,385	There was no underlying complaint. Payment was due to the terms and conditions of the non-union professional contract.
Massachusetts College of Art and Design	February 10, 2022	\$56,498	According to the agency, there was no payment. It is unsure why this record appears within CTR's data.
Roxbury Community College	May 28, 2019	\$737	Human Resources Compensation Management System ID in CTR's Settlements and Judgments Access data record was not associated with anyone in Roxbury Community College's payroll system.
Roxbury Community College	December 8, 2023	\$65,000	No additional information provided.

We reviewed 111 employee personnel files for a sample of staff members actively employed at Massport and 116 employee personnel files for a sample of staff members actively employed at AGO during the audit period. The purpose of this review was to determine whether files contained settlement documentation that was not provided to us by agencies during their aforementioned searches. This review

did reveal an additional 7 Massport employee settlement agreements, totaling \$139,845, that Massport did not provide to our office for review.

As a result, while we cannot determine or confirm whether all lists provided by the agencies included in this audit are complete and accurate. We used this data as it was the only source available for our audit purposes. See Finding 3 and Other Matters for more information.

Based on the results of the data reliability procedures described above, we determined that the data was sufficiently reliable for the purposes of our audit.

## DETAILED AUDIT FINDINGS WITH AUDITEE'S RESPONSE

**1. Of the 21 state agencies under audit, 19 did not have documented internal policies or procedures on the authorization, development, documentation, and retention of state employee settlement agreements and supporting records.**

Of the 21 state agencies under audit, 19 did not have policies or documented procedures on the use of state employee settlement agreements. The 19 agencies were as follows:

Berkshire Community College (BCC)	Massachusetts Office for Victim Assistance
Bridgewater State University (BSU)	Middlesex Community College (MCC)
Bunker Hill Community College (BHCC)	Nantucket County Sheriff's Office
Cape Cod Community College (CCCC)	Office of the Attorney General (AGO)
Fitchburg State University (FSU)	Office of the Commissioner of Probation (OCP)
Greenfield Community College (GCC)	Roxbury Community College (RCC)
Massachusetts College of Art and Design (MassArt)	Springfield Technical Community College (STCC)
Massachusetts College of Liberal Arts (MCLA)	Suffolk County District Attorney's Office
Massachusetts Commission Against Discrimination (MCAD)	Worcester State University (WSU)
Massachusetts Maritime Academy (MMA)	

There generally were no documented policies or procedures on these basic aspects of the state employee settlement process, including the following:

1. requirements for authorization/approval of state employee settlement agreements by agency employees or management.
2. development of draft state employee settlement agreements (who would draft agreements, the use of outside assistance, which employees would be interviewed, retention of discussion notes, etc.);
3. documentation of an employee's claim resulting in a state employee settlement agreement; and
4. records retention regarding the storage of these records, how they should be retained, where they should be retained, and for what period of time.

The Office of the Inspector General (OIG) did provide us a copy of an administrative guidance document, titled "OIG Procedures for Handling Settlements and Judgments," dated June 13, 2024. Additionally, the Massachusetts Port Authority (Massport) provided its "Internal Operating

Procedures—Legal Actions” policy, which describes the delegation of authority, reporting requirements, and approvals for settlement of claims.

Our review of the collective bargaining agreements (CBAs); non-union professional (NUP) handbooks; employee manuals; and Affirmative Action, Equal Opportunity, and Diversity policies revealed that, while the policies outline the employee complaint process, they do not describe the process for developing the terms included in a resulting settlement agreement or ensuring that monetary settlements are properly reported to the Office of the Comptroller of the Commonwealth (CTR) for review.

When we asked the state agencies under audit for their documented policies or procedures, agency officials told us that they followed CTR’s regulations and policies over the processing and reporting of state employee settlement agreements to CTR. These regulations define a state employee settlement agreement and which settlement agreements must be reported to CTR for payment and/or proper financial reporting. Excluding OIG, this guidance was not incorporated into the policy documents provided to us, and the guidance did not address a variety of important issues, such as records retention or the use of confidentiality language.

If agencies do not have policies and procedures to handle state employee settlement agreements, then they cannot ensure that state employee settlements are handled in a fair, ethical, legal, and consistent manner. This results in an inconsistent process that is not transparent to the people of the Commonwealth regarding how public employees are treated or how their tax dollars are being spent. It can also lead to potential errors in financial reporting by not allowing CTR the opportunity to review how a department intends to process state employee settlement payments.

## Authoritative Guidance

The Office of the Governor’s (GOV’s) Executive Department Settlement Policy established the following requirement for obtaining authority to settlement, settling, and tracking settlements:

***1. Applicability of the Office of the Comptroller’s Regulations and Settlements & Judgments Policy.***

*Executive department offices and agencies are reminded that the Office of the Comptroller’s settlements and judgments regulations, 815 CMR 5.00 et seq., and the Comptroller’s Settlements and Judgments Policy, are applicable to all monetary settlements within the scope of 815 CMR 5.00 et seq., whether the settlement occurs prior to or after the institution of litigation, and whether the settlement is paid from*

*agency funds or the Settlements and Judgments Reserve. The requirements set forth in this Executive Department Settlement Policy serve as a supplement and do not supersede the requirements prescribed by the Office of the Comptroller.*

## **2. Required Approvals for Settlement.**

*Settlements of \$20,000 or more. An agency may agree to any settlement of \$20,000 or more, other than a workers compensation settlement, only with the advance approval of: (i) the General Counsel of the Agency; (ii) the General Counsel of the Executive Office; and (iii) the Executive Office for Administration and Finance. After approval is received by the General Counsel of the Agency and the General Counsel of the Executive Office, the General Counsel of the Executive Office for Administration and Finance shall be provided with: (i) a written settlement recommendation, including the procedural status of the case and a summary of why settlement is appropriate; and (ii) the controlling complaint if the matter is in litigation, and the most pertinent judicial decision, if applicable. . . .*

## **6. Executive Office Settlement Policies.**

*Each Executive Office shall promulgate a Settlement Policy, applicable to the office and its agencies, which policy shall be approved by the Executive Office for Administration and Finance. Office-specific settlement policies shall adhere to this Executive Department Settlement Policy and to all relevant requirements of the Office of the Comptroller, and shall include requirements for approvals of settlements of less than \$20,000. Office-specific settlement policies shall be treated as public records.*

The US Government Accountability Office's *Standards for Internal Control in the Federal Government*, known as the Green Book, sets internal control standards for federal entities. The Green Book defines internal controls in the following way:

*Internal control comprises the plans, methods, policies, and procedures used to fulfill the mission, strategic plan, goals, and objectives of the entity. Internal control serves as the first line of defense in safeguarding assets. In short, internal control helps managers achieve desired results through effective stewardship of public resources. . . . Management should design control activities to achieve objectives and respond to risks. . . . Management should implement control activities through policies.*

While state agencies are not required to follow this policy, we believe it to be a best practice.

In June 2020, Montana's Legislative Audit Division issued a performance audit titled "State Employee Settlements: Trends, Transparency, and Administration." In this audit, a recommendation was given that the Montana Governor's Office work with its administration department "to develop and implement policy establishing support documentation requirements and minimum standard settlement language that must be used for all state employee settlements."

The report also cites the practices of other states. The state of Iowa required a memorandum documenting why a settlement should be offered and the circumstances surrounding it. The State of New Mexico has its personnel office review the settlement terms and decisions made to ensure that providing a settlement is an appropriate decision.

## Reasons for Issue

The state agencies under audit stated that they rely on CTR guidance for the processing of settlement payments. Excluding OIG, they could not demonstrate that CTR policy documents for the processing and reporting of state employee settlement agreements were incorporated into their policies.

The state agencies under audit also rely on CBAs for the complaint process and reaching resolutions.

## Recommendations

1. The 19 agencies identified in this finding should establish and implement policies and procedures over the authorization, development, documentation, and retention of state employee settlement agreements and requirements for supporting documentation. These policies and procedures should be uniformly communicated within all 19 state agencies. These policies and procedures should, at a minimum, encompass the requirements detailed in GOV's January 2025 Executive Department Settlement Policy and CTR's Settlements and Judgment Policy.
2. Agencies should provide centralized management and oversight over the use of state employee settlement agreements to ensure that policies and procedures are adhered to and to provide reporting to the public regarding the use of these agreements.
3. Agencies should establish a public reporting process to ensure sufficient transparency and accountability for the use of state employee settlement agreements. These agreements may impact employees and former employees when they are most vulnerable, which argues for additional public transparency and oversight to ensure that their use is consistent with policies and public expectations.

## Auditee's Response: AGO

*The AGO cannot concur with this finding as it applies to the AGO. First, the AGO has internal guidance on settlement terms, as acknowledged by OSA on . . . the Draft Audit Report. This guidance is documented but was not shared with OSA because it is protected from disclosure by the attorney-client privilege. As we told your team, the internal guidance is issued by the AGO's General Counsel, the only person at the AGO who enters into settlement agreements. Second, the AGO is also subject to several Commonwealth-wide policies that govern the authorization, development, documentation and retention of state employee settlement agreements and supporting records. These policies were available to your audit team, and the audit demonstrated that the AGO complied with all of these policies.*

- The Office of the Comptroller's Policy on Settlements and Judgments, *and the associated regulations at 815 CMR 5.00 et seq., applied to the processing of settlements during the audit period and was mandatory for the AGO. See 815 CMR 5.02. The policy and regulations prescribed, among other things, record-keeping requirements and required written justifications for settlements (815 CMR 5.09(1)); required approvals for settlements at certain monetary levels (S&J Policy at p. 34); limitations on settlement agreement terms and available monetary compensation (S&J Policy at pp. 12-25); and limitations on the enforceability of confidentiality provisions (S&J Policy at p.8).*
- The Secretary of State's Statewide Records Retention Schedule *required the retention of settlements and relevant supporting documentation during the audit period and applied to executive department offices and agencies. While the requirements differed somewhat depending on the nature of the claim being settled, the Schedule largely required that settlements and relevant supporting documentation be retained for a period of six years. See Schedule at D01-01(c): Primary copies of payment support documentation and transaction Postings; E05-01: Employee Complaint/Investigation/Disciplinary Records; and E05-02(c): All other records.*
- The Attorney General Office's Special Assistant Attorney General Guidelines, *issued by the AGO's General Counsel and protected by attorney-client privilege, establish settlement guidelines that, consistent with the AGO's interpretation of Massachusetts law, do not permit non-disclosure clauses in settlement.*

*Third, the AGO's settlement agreements are always entered into by the AGO's General Counsel, who uses their legal judgment and expertise to evaluate claims and litigation risk. Development of additional internal policies on top of the above-described policies, where all AGO settlements are entered into by a single staff member, and where the AGO only averaged two settlements a year during the audit period, would not be a productive use of the AGO's time or expertise. Moreover, it would serve no practical purpose, as any policy would rest these decisions in the hands of the General Counsel as they are now.*

*Fourth, the AGO does not find the OSA's reference to the Governor's Office Executive Settlement Policy instructive. That policy requires agencies to involve their General Counsel for settlements over \$20,000—something the AGO already does for all settlements no matter the amount. The provisions about approval from the relevant Executive agencies do not apply as, like OSA, we are an independent agency. Given that the AGO was able to satisfy all the documentation requirements of the OSA during the audit—retained all agreements, submitted to the Comptroller, and did not include non-disclosure clauses in any agreements—the audit has not demonstrated the need for additional documentation.*

### **Auditor's Reply: AGO**

The Office of the State Auditor (OSA) acknowledges that AGO is subject to CTR's "Settlements and Judgments" policy, the *Massachusetts Statewide Records Retention Schedule*, and AGO's *Special Assistant Attorney General Guidelines*. However, as AGO refused to provide us with the written internal guidance that it states it has promulgated, we cannot state for the purposes of this audit



report that AGO has written policies. That AGO refused to make its internal policy regarding state employee settlement agreements available for our review, citing attorney-client privilege, was its own choice. While we respect the sanctity of the attorney-client privilege doctrine, we disagree that policies outlining the procedures and processes for use of state employee settlement agreements unrelated to any specific claim, settlement, or negotiation have any protection under attorney-client privilege. The result of wrongfully asserting attorney-client privilege in this instance, instead of simply demonstrating to the audit team that written policies exist, is the inclusion of AGO in this finding. If a formal policy exists, but that policy is kept secret and will not be disclosed, under Generally Accepted Government Auditing Standards (GAGAS), we cannot claim the existence of such records in this audit report.

Additionally, we disagree that OSA's reference to GOV's Executive Settlement Policy is not instructive. The sheer fact that GOV issued a policy following the concerning findings laid out in our previous review of state employee settlement agreements underscores the need for and importance of having written, documented policies governing the authorization, documentation, and retention of state employee settlement agreements and supporting records to promote transparency and accountability, especially with regard to the expenditure of taxpayer dollars. We further note that the Governor's policy for executive branch agencies has been made accessible to our office and the public, unlike the policy that AGO states should remain attorney-client privileged. This administration's publicly accessible document is, in and of itself, certainly instructive, not just to AGO, but to any agency claiming that public agency policies are exempt from disclosure because of attorney-client privilege. As highlighted in our previous reports, the absence of documented, written policies has led to state employee settlement agreements being improperly and unlawfully executed across state government. So, while we are heartened to find and report that AGO complied with state regulations, we are disheartened by AGO's vehement opposition to disclosing written policies to the public. We agree that AGO did retain and provide copies of its state employee settlement agreements, evidenced by its exclusion in [Finding 3](#) of this report.

### **Auditee's Response: BSU**

*Bridgewater State University does have well understood procedures on the authorization, development, documentation, and retention of state employee separation and settlement agreements and supporting records. During an audit meeting on Wednesday, November 6,*

*2024, the University provided a verbal explanation of its procedures. . . . The procedures shared at this meeting on November 6, 2024, are as follows:*

- 1. The office of the Vice President in the division of Human Resources and Talent Management has responsibility for all labor and employee relations matters.*
- 2. The President of the University authorizes the Vice President of Human Resources and Talent Management to engage in separation and/or settlement discussions. Prior to entering into any settlement discussions, consideration of utilizing a separation or settlement agreement is discussed by the Vice President of Human Resources and Talent Management with the President of the university. To be clear, discussions may happen after the receipt of a complaint, claim, demand or grievance or prior to separating an employee, at which time no complaint, claim, demand or grievance exists.*
  - a. When contemplating the use of an agreement, factors to consider include, but are not limited to, the type of employment matter, circumstances and facts pertaining to the matter, the terms of the collective bargaining agreement or non-unit professionals handbook, total cost of a settlement in comparison to the total cost of litigation, the time and distraction of litigation, etc.*
- 3. Following authorization from the President to engage in settlement discussion or offer a separation agreement, the Vice President of Human Resources and Talent Management will begin drafting the agreement with the assistance of legal counsel. The proposed terms are often a starting point for negotiations.*

*The Vice President of Human Resources and Talent Management will ordinarily engage in settlement discussion or will instruct legal counsel to engage in settlement discussions, based on authorization received by the President. The rare exception to this process is when the Provost is involved in Step 3, mediation as part of the grievance process provided for in the Massachusetts State College Association and Board of Higher Education collective bargaining agreement. The Provost receives settlement authority directly from the President prior to the mediation.*

- 4. As part of the drafting, legal counsel ensures all agreements are legally sound and inclusive of all relevant and applicable federal and state laws, including reference to public records law.*
- 5. The President is kept apprised of settlement discussions throughout the negotiation process and all settlement terms are approved by the President.*
- 6. The Vice President of Human Resources and Talent Management advises the Vice President for Finance/Chief Financial Officer of the financial terms of the agreement, if applicable.*

7. *The draft agreement is then shared with the employee's representative whether that be legal counsel and/or their union representative.*
8. *After the draft agreement is finalized by both parties, the final agreement is then signed by the employee or their representative. The agreement is then also signed by the President of the University.*
  - a. *In limited circumstances when a faculty grievance is resolved through the grievance process in the applicable collective bargaining agreement, the President of the University may authorize the Provost to serve as signatory.*
9. Any executed separation or settlement agreement which includes financial terms requiring payment are then shared with the Director of Payroll Services for processing, when appropriate. If appropriate, the director of Payroll Services will process payment following the State Comptroller's Settlement and Judgments Policy (attachment #1) utilizing the Procedures for [Human Resources Compensation Management System] LCM Payroll Entries for Settlements and Judgments for Current and Former Employees (attachment #2).
10. *All executed separation or settlement agreements, claims/complaints/grievances and State Comptroller documentation are maintained in accordance with the Commonwealth of Massachusetts Records Retention Schedule, which includes the duration for retention, in the division of Human Resources and Talent Management, which also includes the department of Payroll Services. For at least the past ten (10) years, these agreements are maintained as part of a grievance file, if settled as part of grievance, or in a litigation file, if the agreement resulted from formal litigation. If the separation or settlement is specific to a particular employee, the agreement may be maintained in the employee's personnel file as well.*

*The Reasons for Issue states the university ". . . could not demonstrate that Comptroller policy documents . . . were incorporated into their policies (page 33)." Contrary to this statement, the procedures detailed above demonstrate a well-understood, established, and consistent process, which includes the use of State Comptroller Policy documents. These procedures are managed by staff within the division of Human Resources and Talent Management with tenure in their positions of almost twenty (20) years. Further, the university ensures that its more recent settlement and separation agreements follow university practice of including language explaining the processing of payment through the State Comptroller's Office, as well as the employee's responsibility to consult with their attorney or tax professional concerning the tax implications of any financial term included in the separation or settlement agreement. Consistent with the requirements of the State Comptroller's Settlement and Judgment Policy, the employee (or former employee) or the employee's counsel are provided with the "Notice of Commonwealth Responsibilities for Settlement/Judgment Tax Withholdings, Intercept and Tax Reporting W-2, 1099-MISC and 1099-INT and Public Records Requests (attachment #3)." The Reasons for Issue section also notes reliance ". . . on CBAs for the complaint process and reaching resolutions . . . (page 33)." It is unclear why a state agency's compliance with a collective bargaining agreement's complaint process is a reason for issue.*

### **Auditor's Reply: BSU**

BSU appears to confuse its compliance with a CBA or NUP handbook with our recommendation to have written, documented agency policies regarding this particular issue. It is true that BSU explained its process for handling settlement agreements during a process walkthrough in November 2024. When asked if BSU had written policies for addressing state employee settlements, we were told that there were none and were referred to guidance from CBAs and the NUP handbook. As stated in the finding, the documents we reviewed did not detail BSU's process for entering into employee settlement agreements with respect to employees at large, including NUPs. As a best practice, OSA recommends documenting in its policies the process that BSU describes in detail above, so that all employees receive fair and consistent treatment, even those who are not covered by CBAs.

### **Auditee Response: MCLA**

*While the College does not have a written, documented policy regarding the authorization, development, documentation and retention of state settlement agreements, the College's President approves all settlements (although the President may delegate this authority) and authorizes the College to enter into settlement negotiations. Further, the President is the decision maker regarding whether or not the College will agree to specific settlement terms. Moreover, Human Resources, with the assistance of counsel, when appropriate and to ensure consistency with the applicable CBA, NUP Handbook, and state and federal requirements, handles the drafting of settlements, which avoids concerns regarding fairness and inconsistency. The Vice President of Academic Affairs will also participate in the discussion of settlement terms when the matters involves an employee under the division of Academic Affairs.*

*Documentation of an employee's claim (to the extent a claim exists), as well the settlement agreement and documentation submitted to or received by the CTR, are maintained in accordance with Massachusetts Statewide Records retention Schedule and, ordinarily, by the College's Human Resources office. The College's Human Resources office includes its payroll office. If the settlement is employee-specific (and not related to a group of employees), the settlement agreement generally includes language indicating that the settlement should be regarded as a personnel record and, therefore, will be maintained in the employee's personnel file. Given Massachusetts Statewide Records Retention Schedule, the duration of how long a settlement agreement, claim and associated documentation, including communication to or from the CTR, will be maintained is in accordance with stated requirements; no additional timeline for retention of records will be established, as an alternative timeframe could run the risk of violating the state's records retention requirements.*

### **Auditor's Reply: MCLA**

We are encouraged to read MCLA's response to our audit finding detail, in writing, the process it uses to execute employee settlement agreements. The process outlined in MCLA's response should be

used in its development of formal, written policies, as a best practice. As our audit team documented in [Finding 4](#) of this report, we found that MCLA did indeed follow CTR's "Settlements and Judgments" policy for processing the payments of settlement claims. Our recommendation is simply that MCLA document the procedures it outlines above in its response and ensure that the procedures include the authorization, development, documentation, and retention of state employee settlement agreements.

### **Auditee's Response: Massachusetts Community Colleges (BCC, BHCC, CCCC, GCC, MCC, and STCC)**

BCC, BHCC, CCCC, GCC, MCC, and STCC responded using the same response as follows:

*Without question, in settling claims with current and former employees, the College follows the Massachusetts Office of Comptroller's ("CTR") published settlement policies, procedures, and regulations for state agencies, as well as all applicable collective bargaining agreements and employee handbook. To ensure compliance, the College may seek privileged legal advice and guidance from legal counsel handling the employment/labor matter (ex., Massachusetts Office of Attorney General (AGO), [the Office of the General Counsel (OGC)], [Human Resources Division] legal, and/or other applicable counsel). The College assesses any legal advice and counsel received and acts in the best interests of the College and in compliance with all relevant laws, policies, and procedures pertaining to settlements, conditions and terms of settlements. The College's [chief financial officer (CFO)] and its General Counsel (and where applicable, other entities such as AGO) review and approve all monetary settlements utilizing the Settlements & Judgments Fund ("S&J") overseen by CTR, as they are direct signatories to the S&J Application. Accordingly, while the College has not had "documented internal policies and procedures," in the manner defined by OSA, it does follow the Commonwealth's well-established written settlement policies, procedures, and regulations for state agencies, as well as applicable collective bargaining agreements and employee handbook. The Massachusetts Community Colleges take steps to stay current on applicable settlement authorities, including, for example, ensuring our training for our CFOs and [Human Resources] from OGC in June 2025 on the S&J Policy recently updated by CTR. Thus, OSA's conclusion that state agencies, including [the College], "cannot ensure that employee settlement agreements are handled in an ethical, legal, or appropriate manner" without documented internal policies and procedures is unsupported, misleading, and not true for the College.*

### **Auditee's Response: RCC**

*RCC respectfully disagrees with OSA's inclusion in this finding.*

*As explained during OSA's November 4, 2024, virtual interview and in RCC's March 21, 2025, response, the College's settlement process is consistent with the Massachusetts Office of the Comptroller's Settlements and Judgments Fund policies, applicable collective bargaining agreements (CBA s), and the Non-Unit Professionals Personnel Policies Handbook.*

*While RCC does not maintain a redundant written internal policy and procedure that mirrors the Commonwealth's settlement policies and procedures, it follows the same legally binding settlement protocols applicable to all state agencies. The College's CFO and legal counsel (including the Attorney General's Office and/or the General Counsel for the Community Colleges) review all settlements before submission through the Comptroller's approval process.*

*OSA's assertion that agencies without internal policies "cannot ensure settlements are handled ethically or legally" is unsupported and inaccurate. RCC's processes are governed by binding Commonwealth policies, collective bargaining statutes, and fiscal oversight structures that already provide the accountability OSA seeks.*

### **Auditor's Reply: Massachusetts Community Colleges (BCC, BHCC, CCCC, GCC, MCC, RCC, and STCC)**

In [Finding 5](#), we found that some of the community colleges responding to this finding violated state regulation by not reporting employee settlement agreements to CTR prior to payment, as required. These violations of state regulation may have been prevented if there had been policies and procedures in place when these agreements were executed. We are, therefore, disheartened by the responses to our audit findings by these community colleges, stating that since they believe they are following CTR's "Settlements and Judgments" policy, any additional policies and procedures would be viewed as "redundant." Due to the reality that state regulation was indeed violated by some of the community colleges listed in this finding, despite the claim that they all follow CTR's "Settlements and Judgments" policy, we believe a bit of redundancy would be beneficial. The status quo resulted in these violations detailed in [Finding 5](#). Without having documented policies, employee settlement agreements may not be handled in a consistent, appropriate manner. We note that several employee settlement agreements executed by community colleges responding to this finding relate to allegations and complaints of unlawful discrimination, sexual harassment, and potential sexual assault. (See [Appendix A](#).) We strongly encourage the community colleges responsible for ensuring the safety and well-being of their employees and students on campus to reconsider their position against establishing better protocols to ensure increased accountability in their use of employee settlement agreements. Implementing policies can provide additional accountability with respect to the entire scope of the employee settlement agreement process, not merely the processing of payments. We strongly encourage the community colleges responding to this finding to see the value in implementing our recommendations, and we will be following up in approximately six months as part of our post audit review process.

## **Auditee's Response: WSU**

*The Report notes the absence of a written policy regarding "when a settlement would be considered or used, or how one would be developed" in the context of a lack of procedures to ensure consistency and transparency in settlement agreements. However, the absence of a written policy regarding "when a settlement would be considered or used, or how one would be developed," does not mean there are no procedures followed. Rather, the University's President authorizes the University to enter into settlement discussions. If a claim (as defined by OSA) relates to a matter falling under the purview of Academic Affairs, the Provost, Human Resources leader and the President consult on whether to consider entering into a settlement agreement and, should settlement be appropriate, the terms of settlement. If a claim does not fall under the purview of Academic Affairs, the President, Human Resources and legal counsel, when appropriate, discuss whether entering into a settlement would be appropriate and potential terms of the settlement. Additionally, the University's Chief Financial Officer is included and/or apprised of any monetary settlement discussions, as the [chief financial officer] is charged with submitting all monetary settlements and accompanying documentation to the CTR for review and processing, if necessary.*

*There are various factors taken into consideration in deciding whether to settle a matter, including, but not limited to: the cost and distraction of litigation, the allegations made, the terms of the relevant CBA (including the duration of time that may elapse while seeking to remove an employee), and the history of the parties. Settlements are drafted through Human Resources or Academic Affairs, at the direction of the President, unless such authority is appropriately delegated. During the Audit period, the University worked with its internal General Counsel and external counsel, when necessary, to ensure that such settlements were legally sound.*

*Further, in referencing reliance on the CTR's policy for processing and reporting on state employee settlement, the Report concludes that the CTR's "guidance does not serve as agency policy regarding the use and development of state settlement agreements." To the contrary, the development of monetary settlements must align with the CTR's Settlement and Judgment Policy and reference to the Settlement and Judgment Policy was not provided as an isolated "policy" that the University follows. As it must, the University adheres to settlement procedures that are aligned with the requirements of the CTR's Settlement and Judgment Policy. The University also adheres to internal protocols, including the drafting of the agreement by or with the involvement of Human Resources and Academic Affairs and the aforementioned approval of settlement terms by the President (or their designee) upon consultation with counsel. To be clear, the President approves all settlements, regardless of the dollar amount.*

*Documentation of an employee's claim (to the extent a claim exists), as well the settlement agreement and documentation submitted to or received by the CTR, are maintained in accordance with Massachusetts Statewide Records Retention Schedule and, ordinarily, by the University's Human Resources office. The University's Human Resources office includes its payroll office. If the settlement is employee-specific (and not related to a group of employees), the settlement agreement generally includes language indicating that the settlement should be regarded as a personnel record and, therefore, will be maintained in the employee's personnel file. Given Massachusetts Statewide Records Retention Schedule, the duration of how long a*



*settlement agreement, claim and associated documentation, including communication to or from the CTR, will be maintained in accordance with stated requirements; no additional timeline for retention of records will be established, as an alternative timeframe could run the risk of violating the state's records retention requirements.*

### **Auditor's Reply: WSU**

We agree that WSU follows CTR's policy in regard to processing payments of employee settlement claims and therefore excluded it from Finding 4, which focuses on CTR reporting. Our recommendation, however, is that WSU formally document policies and procedures, which may include many of the elements it describes in its response above. We note that this recommendation is consistent with our findings and recommendations for multiple auditees (including several state colleges and universities) across the first and second tranche of this audit, as well as across many other audits we have performed, which found that CTR's "Settlements and Judgments" policy is not consistently followed throughout state government. Therefore, even though WSU did indeed correctly follow CTR policy, these policies and procedures are recommended as a best practice for all entities under review and should encompass the authorization, development, documentation, and retention of state settlement agreements.

### **Auditee's Response: MMA**

*While the Academy does not have a written, documented policy regarding the authorization, development, documentation and retention of state settlement agreements, the Academy follows standard procedures that ensure consistency in any settlements the Academy enters into. In addition to the requirement that the President act as the signatory regarding all settlements (although the President may delegate this authority), the President, as an initial matter, authorizes the Academy to enter into settlement negotiations. Further, the President is the decisionmaker regarding whether or not the Academy will agree to specific settlement terms.*

*If a claim (as defined by OSA) relates to a matter falling under the purview of Academic Affairs, the Provost, Dean of Human Resources and the President consult on whether to consider entering into a settlement agreement and, should settlement be appropriate, the terms of settlement. There are various factors taken into consideration in deciding whether to settle a matter, including, but not limited to: the cost and distraction of litigation, the allegations made, the terms of the relevant CBA (including the duration of time that may elapse while seeking to remove an employee), and the history of the parties. Despite the OSA's dissatisfaction with the Academy's response, the determination whether to settle matters is, in light of these factors, decided on a case-by-case basis. If a claim does not fall under the purview of academic affairs, the decision whether to engage in settlement discussions and the appropriate terms of settlement are usually decided through discussions between the Dean of Human Resources and the President. Again, the President provides the ultimate authorization to enter into a settlement agreement, including, but not limited to settlements that include monetary terms, subject to*



*compliance with Comptroller's settlements and judgements regulations and the Comptroller's Settlement and Judgment Policy, when applicable. Moreover, the fact that each settlement is handled in the same manner, involving the dean or Human Resources and the President, ensures that settlements are addressed in a fair, ethical and consistent manner, while avoiding the concern expressed in the Report that employee settlements are handled inconsistently.*

*In terms of drafting the agreement, the Academy follows a standard protocol: the Dean of Human Resources (with the assistance of the Provost, if the claim falls within the purview of Academic Affairs) will draft the settlement with the assistance of legal counsel when necessary. Legal counsel serves to ensure that the agreement terms comply with all state and federal legal requirements, and that the terms appropriately address the allegations in the complaint, assuming a complaint exists. If the facts of a claim are not already known to the Academy, generally, the Dean of Human Resources will ordinarily investigate the claim to make a determination regarding the validity of the allegations. In short, it is standard procedure that the Dean of Human Resources has ownership over the drafting of any agreement and facilitating such drafting. The Dean of Human Resources or the Provost, if the matter relates to a grievance under Academic Affairs, negotiates the terms of settlement with the assistance of counsel, if and when necessary.*

*Documentation of an employee's claim (to the extent a claim exists), as well as the settlement agreement and documentation submitted to or received by the CTR, are maintained in accordance with Massachusetts Statewide Records retention Schedule and, ordinarily, by the Academy's Human Resources office. The Academy's Human Resources office includes its payroll office. If the settlement is employee-specific (and not related to a group of employees), the settlement agreement generally includes language indicating that the settlement should be regarded as a personnel record and, therefore, will be maintained in the employee's personnel file. Given Massachusetts Statewide Records Retention Schedule, the duration of how long a settlement agreement, claim and associated documentation, including communication to or from the CTR, will be maintained is in accordance with stated requirements; no additional timeline for retention of records will be established, as an alternative timeframe could run the risk of violating the state's records retention requirements.*

### **Auditor's Reply: MMA**

In its response, MMA seems to misunderstand our recommendation to memorialize record retention guidelines in its own policies as being contradictory to following the state's record retention schedule. To be clear, the recommendation is to ensure that the public records retention schedule is properly followed by MMA and by every agency. The reason we highlight the need for memorializing not just timeframes, but overall policies and procedures as they pertain to the use of settlement agreements, is due to the fact that many agencies, despite telling our office that they follow CTR's "Settlements and Judgments" policy and the state's records retention schedule, do not always or consistently do so.

In its response, MMA states, "Despite the OSA's dissatisfaction with the Academy's response." We are not dissatisfied with MMA's response, however, it may be helpful to provide additional context here. In [Finding 5](#), MMA was found to have failed to report 2 settlement agreements to CTR as required by state regulation.

We believe that MMA's settlement policies and procedures should be solidified in writing to help ensure that these types of violations of CTR regulations do not occur in the future. These policies and procedures should encompass how to determine whether a settlement agreement is appropriate, how settlements are developed and documented, how settlements are approved and executed, and how documentation is retained. We make this recommendation as a matter of risk mitigation and to support the development of public faith in government, and we hope MMA sees the value in adopting our recommendations.

## **2. Of the 21 state agencies under audit, 20 have no documented policies and procedures over the use of confidentiality language in state employee settlement agreements.**

Of the 21 state agencies under audit, we found that 20 lacked documented internal policies on the use of confidentiality language within state employee settlement agreements. OIG was the only agency to provide a policy that described when the agency would consider the inclusion of confidentiality requests as part of a settlement agreement. This policy memo was dated October 2024 and does not cover the entire audit period.

During the audit, we were able to identify at least 80 state employee settlement agreements that included some form of confidentiality language, limiting the discussion or disclosure of the purpose for or terms of the settlement agreement. When asked for a rationale or an explanation behind the confidentiality language, agencies did not provide us with adequate support to justify the inclusion of this language in individual settlements. See below for examples of common types of confidentiality language used in state employee settlement agreements that we found during our audit:

- Confidentiality: "Agrees to keep terms and discussions of settlement and release confidential."
- Non-disclosure: "The Complainant agrees to keep confidential, and not disclose or communicate, the contents and/or nature of this Agreement to any other parties."

- Non-disparagement: "Claimant shall refrain from making disparaging remarks about the Department and its leadership team."
- Not for publication: "This Settlement Agreement is not for publication, and it is without precedent or prejudice to any other current or future matter between the parties. This Settlement Agreement cannot be introduced in any other forum except to enforce its terms."

The table below lists the types of confidentiality language reported in the reviewed state employee settlement agreements.

Type of Language Used	Number of Settlements	Number of Agencies
Confidential	20	8
Confidential, non-disparagement	19	9
Confidential, not for publication	23	5
Confidential, not for publication, non-disparagement	7	4
Non-disparagement	7	5
Not for publication	4	2
Grand Total	<u>80</u>	

While some agencies explained their general use of confidentiality language, they were not able to produce any documentation or evidence that we could review, and instead gave the following explanations regarding how they entered into these agreements:

- language is included on a case-by-case basis;
- language is included as part of union practices/bargaining agreement;
- language is mutually agreed upon or included as a mutual benefit; and
- documentation explaining the reasoning was not provided because of attorney-client privilege.

By not having a documented policy on the use of confidentiality language in state employee settlement agreements, there is a risk that confidentiality language may be abused to cover up harassment; discrimination; or other inappropriate, unlawful, or unethical behaviors, potentially allowing perpetrators to continue to remain in their positions and engage in further inappropriate, unlawful, or unethical behavior. This would be an inappropriate use of taxpayer dollars. Impacted employees may also not know that non-disclosure terms may be unenforceable under Public Records Law. If agencies do not have a transparent and accountable process to guide the use of non-disclosure,

non-disparagement, or similarly restrictive clauses in state employee settlement agreements, then they cannot ensure that state employee settlements are handled in an ethical, legal, or consistent manner. We recognize that the lack of documented policies does not indicate, in and of itself, the inappropriate use of taxpayer dollars. It does, however, indicate a problematic lack of transparency and accountability that would prevent the public from knowing one way or another. This prevents the public from clearly seeing the issue, which could be better or worse than people suspect.

Further, a lack of a documented policy on the use of confidentiality language creates the risk that confidentiality language could be used to protect or obscure from public view repeated instances of poor management or inappropriate or unlawful behavior at agencies of government. This perpetuates the risk that public employees may continue to face abusive or harassing treatment from perpetrators and that the taxpayers may be required to pay for the costs of settlements or litigation in connection with repeated problematic behavior.

### **Authoritative Guidance**

GOV's Executive Department Settlement Policy established the following requirement regarding public records and the use of non-disclosure agreements:

#### **3. Settlement Agreements are Public Records.**

*Under established case law, settlement agreements are public records but may be subject to limited redactions for personnel information of a highly personal nature under G. L. c. 4, § 7, cl. 26(c). Absent unusual privacy concerns, settlement agreements should include language providing that the agreement will be considered a public record in its entirety. Agencies may consider settlement language agreeing to limited redactions only when: (i) required by statute; or (ii) the language is requested by a claimant to address a significant privacy or safety concern, the language is approved by both the General Counsel of the Agency and the General Counsel of the Executive Office, and the claimant's preference for the language is memorialized in the settlement agreement. . . .*

#### **4. Nondisclosure Agreements are Prohibited.**

*Since 2018, the policy of the executive department has generally precluded the use of nondisclosure agreements in litigation settlement agreements, and this policy has continued under the Healey-Driscoll Administration. Non-disclosure agreements erode public trust and, by their terms, are largely inconsistent with the transparency requirements of the public records law. Accordingly, nondisclosure agreements (NDAs) in settlement agreements are prohibited and shall not appear in executive department settlement agreements.*

*For purposes of this Executive Department Settlement Policy, a "nondisclosure agreement" is a term or condition in a settlement agreement that would prevent a claimant from disclosing or discussing the underlying facts and circumstances of their claim or the existence of a settlement.*

The US Government Accountability Office's *Standards for Internal Control in the Federal Government*, known as the Green Book, sets internal control standards for federal entities. The Green Book defines internal controls in the following way:

*Internal control comprises the plans, methods, policies, and procedures used to fulfill the mission, strategic plan, goals, and objectives of the entity. Internal control serves as the first line of defense in safeguarding assets. In short, internal control helps managers achieve desired results through effective stewardship of public resources. . . . Management should design control activities to achieve objectives and respond to risks. . . . Management should implement control activities through policies.*

While state agencies are not required to follow this policy, it is a best practice.

CTR's "Settlements and Judgments" policy, dated January 10, 2022, and effective during the audit period, stated,

**Confidentiality Provisions May be Unenforceable.** *Departments are put on notice that confidentiality language mandating that a settlement or settlement terms be kept confidential may not be enforceable unless the claim or certain provisions in the claim are exempted from disclosure under statutory, personnel file or privacy exemptions under the Public Records Law. The Public Records Law, G.L. c. 4, §. 7, 26 (a) and (c) exempt records from disclosure that are statutorily prohibited from disclosure, are part of a personnel file or are of a highly personal nature.*

According to the Secretary of the Commonwealth's *A Guide to Massachusetts Public Records Law*,

*Public interest in the financial information of a public employee outweighs the privacy interest where the financial compensation in question is drawn on an account held by a government entity and comprised of taxpayer funds. Additionally, the disclosure of the settlement amount would assist the public in monitoring government operations. Therefore, exemptions to the Public Records Law will not operate to allow for the withholding of settlement agreements as a whole. However, portions of the agreements, and related responsive records, may be redacted pursuant to the Public Records Law.*

## Reasons for Issue

During interviews, officials from the state agencies under audit explained that they were not aware of any written policy or guidance on the use of such language or forbiddance from doing so. Without documentary evidence, we could not determine whether the use of these clauses was in the public's

interest or if they were used to obscure from public view alleged harassment, discrimination, or retaliation.

## Recommendation

The 20 agencies included in this finding should establish and implement policies and procedures regarding the use of confidentiality language in state employee settlement agreements that are, at a minimum, in line with the Executive Department Settlement Policy established by GOV on January 27, 2025.

## Auditee's Response: AGO

*This finding is factually inaccurate as to the AGO. As described on . . . the Draft Audit Report, "We noted that AGO provides written guidance to all agencies' counsel, including the special assistant attorney generals serving as agency-retained private counsel representing the Commonwealth in court proceedings. AGO explained that these guidelines prohibit the use of non-disclosure agreements in settlements but could not provide these guidelines to us because of attorney-client privilege." The fact that the AGO could not provide attorney-client privileged documents to OSA does not mean that it has no documented policy. As the AGO told the audit team, OSA's own General Counsel is a special assistant attorney general and as such has a copy of the guidelines with that provision.*

*The AGO also notes that it does not allow non-disclosure provisions in settlement agreements because such provisions would be ineffective under Massachusetts law. As an agency comprised of lawyers and charged with establishing a consistent legal policy for the Commonwealth, the AGO is not required to have documented policies and procedures reiterating every legal provision that applies to our work; lawyers of the AGO are governed by the Massachusetts Rules of Professional Conduct, which requires us to stay current with the law.*

## Auditor's Reply: AGO

OSA agrees that AGO did not use confidentiality language during our review of AGO's state employee settlement agreements, according to our findings. We cannot verify, however, that AGO's internal guidance disallows non-disclosure provisions because AGO refused to disclose supporting documents to the audit team, citing attorney-client privilege. This audit finding is simply about whether policies and procedures exist and not whether confidentiality agreements have been used. In order to follow Generally Accepted Government Auditing Standards, our audit team needs to be provided with some supporting evidence. We understand that policies may exist in AGO, but we cannot confirm that they exist in this audit report unless AGO is willing to share them with the audit team. The misapplication of attorney-client privilege with respect to this policy has interfered with our ability to verify the existence of such a policy for the purposes of this audit. Again, the Governor of this Commonwealth,

in fact and indeed, publicly released a policy regarding this very issue regarding the use of confidentiality language. The Senate also has a policy, accessible to the public, surrounding the use of confidentiality clauses. We believe these publicly accessible policies better serve the public than those that are kept from public view and encourage AGO to make these policies available for inspection so that our team is able to give appropriate acknowledgement for having such a policy if such acknowledgement is due.

### **Auditee's Response: Massachusetts Community Colleges (BCC, BHCC, CCCC, GCC, MCC, and STCC)**

BCC, BHCC, CCCC, GCC, MCC, and STCC responded using the same language as follows:

*[The College] refers to its Response to Finding 1 and incorporates by reference the contents here, which, in brief, documents that the College follows CTR's published settlement policies, procedures, and regulations, as well as all applicable collective bargaining agreements and employee handbooks, and seeks privileged legal advice regarding settlements with employees. The College's CFO and its General Counsel (and, where applicable, other entities such as AGO) review and approve all monetary settlements utilizing the S&J fund overseen by CTR, as they are direct signatories to the S&J Application.*

*While OSA suggests having confidentiality language in agreements risks unlawful behavior, it does not provide a shred of support for such an assertion as it pertains to [the College's] settlements. To the extent that the College may reference confidentiality in some of its agreements, it does so in compliance with the S&J Policy, which makes clear that settlement agreements are matters of public record. As previously discussed with OSA, often the request for confidentiality comes from the claimant, whether an employee or union, and not from the College. Further, certain language regarding the confidentiality of settlement discussions and resolutions reached at mediations is required by agencies such as MCAD.*

*The College has and will continue to work with its legal counsel to ensure compliance with CTR's legal authority related to settlements, including that such employee settlement agreements are handled in an ethical, legal, appropriate, and consistent manner, and which will address confidentiality and non-publication concerns raised in the Audit Report.*

### **Auditee's Response: RCC**

*RCC disagrees with this finding.*

*The College has consistently reviewed confidentiality or non-disclosure clauses on a case-by-case basis, with counsel and only includes them where legally permissible under Massachusetts Public Records Law and consistent with the Comptroller's Settlement and Judgment Policy. Often, requests for confidentiality originate from claimants themselves, not from the College.*

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*OSA's assertion that lack of a written confidentiality policy presents a risk of "abuse" is speculative and unsupported. RCC follows all state legal and ethical obligations and remains committed to developing written guidance to reflect these established practices.*

### **Auditor's Reply: Massachusetts Community Colleges (BCC, BHCC, CCCC, GCC, MCC, RCC, and STCC)**

With respect to this portion of the Massachusetts community colleges' response:

*While OSA suggests having confidentiality language in agreements risks unlawful behavior, it does not provide a shred of support for such an assertion as it pertains to [the College's] settlements.*

As noted in [Appendix A](#), here is some of the support:

- In 2024, GCC used a confidentiality clause concealing allegations of discrimination and retaliation on the basis of disability.
- In 2022, GCC used a confidentiality clause concealing allegations of sexual harassment, assault, discrimination, retaliation, emotional distress, and unlawful discharge.
- In 2021, BCC used a confidentiality clause concealing allegations surrounding a state employee settlement regarding an MCAD complaint.
- In 2020, STCC used a confidentiality clause concealing failure to reasonably accommodate a disability, discrimination, and retaliation.

The use of confidentiality clauses in these instances concealed allegations of unlawful, unethical, and inappropriate behavior. We hope this has helped provide the shred of support referenced in the Massachusetts community colleges' response. We strongly recommend that all agencies under audit implement our recommendations to reduce risk, protect taxpayer dollars, and improve protections for the Commonwealth and its workforce.

### **Auditee's Response: BSU**

*Bridgewater State University has an understood procedure with respect to considering use of confidentiality language in separation and settlement agreements. During an audit meeting on Wednesday, November 6, 2024, the University provided a verbal explanation of its procedures. . . .*

*It should be noted that separation or settlement agreements that include confidentiality language also include language that makes clear the terms of the agreement that will be regarded as confidential unless there is a legal requirement, process, or request that requires otherwise. To be clear, all confidentiality provisions are limited and are not absolute. As evidence that confidentiality language is not absolute, agreements that include reference to confidentiality also note that the settlement or a redacted version of the settlement may be deemed public record.*



*The University maintains that the inclusion of language that makes clear that confidentiality does not supersede compliance with legal requirement, process, or request and that the agreement may be regarded as a public record mitigates any concern that ". . . confidentiality language could be used to protect or obscure from public view repeated instances of poor management or inappropriate or unlawful behavior at agencies of government (page 35)."*

*Under the Authoritative Guidance section, the OSA provides language contained in the State Comptroller's Settlements and Judgments Policy, dated January 10, 2022. The language included in the State Comptroller's Settlement and Judgment Policy states that "Confidentiality Provisions may be Unenforceable" and explains the requirements/limitations under Public Records Law. The confidentiality language included in the University's separation and settlement agreements is consistent with the Authoritative Guidance provided in the State Comptroller's Settlement and Judgment Policy.*

*The Reasons for Issue section states ". . . agencies under audit explained they were not aware of any written policy or guidance on the use of such language or the forbiddance from doing so. And that "Without documentary evidence . . ." (page 37) the OSA could not determine if the use of confidentiality language was in the public's interest or obscuring the public from employee wrongdoing. To be clear, during its performance audit, the OSA also found no documented evidence precluding a state agency from use of confidentiality language and/or the existence of any guidance issued to state agencies during the relevant time period regarding the use of confidentiality language that justifies this Detailed Audit Finding.*

*The Reasons for Issue section also infers that the confidentiality language used in agreements may be used ". . . to obscure from public view alleged harassment, discrimination, or retaliation (page 37)." This is a subjective view of the use of separation or settlement agreements which makes assumptions about their use. Most agreements requested of Bridgewater State University by the OSA were agreements for separation of employment. These agreements were not the result of alleged harassment, discrimination, or retaliation, as is made clear through a review of the applicable agreements provided to the OSA during its performance audit. Finally, as explained during the November 6 meeting, the University emphasizes that the inclusion of confidentiality language is often at the request of the employee/claimant.*

## **Auditor's Reply: BSU**

OSA agrees that BSU includes language in its employee settlement agreements that is in line with CTR's Settlement and Judgments Policy. However, OSA believes it is inappropriate to use taxpayer dollars to fund confidentiality agreements that may conceal allegations of discrimination and other misconduct. See [Appendix A](#) for BSU's and other agencies' instances where confidentiality language has been used to *conceal allegations* of unlawful behavior, such as discrimination. BSU should use GOV's Executive Department Settlement Policy as an example for enhancing its protocols into documented internal policies regarding the use of confidentiality language.

### **Auditee's Response: MCLA**

*The Report finds that the College lacks a written policy regarding the use of confidentiality language within employee settlement agreements. However, the absence of a "written policy" does not suggest inconsistencies in the use of confidentiality language, much less ill will. In most cases, as previously stated, the inclusion of a confidentiality clause is the result of the negotiation with an employee or the employee's representative over the terms of the settlement agreement. Further, when confidentiality is included in a settlement agreement, language is included to make clear that confidentiality is not absolute and is subject to state and federal legal limitations. The confidentiality language included in settlement agreements is almost always "limited," and the College strives to make clear in its agreements where such language is included that, regardless of the presence of any language regarding confidentiality or non-disclosure language, the agreement may be subject to a public records request and a "lawful request" or "legal process" would provide sufficient justification for disclosure.*

*The College does not dispute that a settlement may be subject to a public records request, but emphasizes that certain information may be redacted from settlement documents. The College maintains that the inclusion of language that makes clear that confidentiality does not supersede compliance with legal requirement, process, or request and that the agreement may be regarded as a public record mitigates any concern that the language could be used to protect or obscure from public view repeated instances of poor management or inappropriate or unlawful behavior at the College.*

### **Auditor's Reply: MCLA**

MCLA acknowledges that it does not have a written policy on the use of confidentiality language in employee settlement agreements. OSA agrees with MCLA that certain information can be redacted from settlement documents, but that they are public records. While we agree that, in and of itself, "the absence of a 'written policy' does not suggest inconsistencies in the use of confidentiality language, much less ill will," we note that a written policy could help improve consistency of application and support the development of trust in MCLA by the public it serves. MCLA suggests that confidentiality clauses could not "be used to protect or obscure from public view repeated instances of poor management or unlawful behavior." Our office, however, has found across state government, through our audits, that confidentiality clauses have indeed been used to conceal allegations of unlawful behavior and poor management, despite many agencies following CTR's policies and the public records law. We encourage MCLA to consider the benefit of increasing transparency with respect to its use of taxpayer dollars surrounding its settlement agreement process. It could use the Governor's Executive Department Settlement Policy as a starting point for documenting its internal policies and procedures regarding the use of confidentiality language, specifically related to terms or conditions that would prevent a claimant from disclosing facts about a claim or settlement.

### **Auditee's Response: MMA**

*The Report finds that the Academy lacks a written policy regarding the use of non-confidentiality language within employee settlement agreements. However, the absence of a "written policy" does not suggest inconsistencies in the use of confidentiality language, much less ill will. In most cases, as previously stated, the inclusion of a confidentiality clause is the result of the negotiation with an employee over the terms of the settlement agreement and is driven by the employee through the employee's representative. Further, when confidentiality is included in a settlement agreement, language is included to make clear that confidentiality is not absolute and is subject to state and federal legal limitations. The confidentiality language included in settlement agreements is almost always "limited," and the Academy strives to make clear in its agreements where such language is included that, regardless of the presence of any language regarding confidentiality or non-disclosure language, the agreement may be subject to a public records request and a "lawful request" or "legal process" would provide sufficient justification for disclosure.*

*The Academy does not dispute that a settlement may be subject to a public records request, but emphasizes that certain information may be redacted from settlement documents. The Academy maintains that the inclusion of language that makes clear that confidentiality does not supersede compliance with legal requirement, process, or request and that the agreement may be regarded as a public record mitigates any concern that the language could be used to protect or obscure from public view repeated instances of poor management or inappropriate or unlawful behavior at the Academy. Generally, the Academy seeks to align any language it includes in settlement agreement with the CTR's statement that "Confidentiality Provisions May be Unenforceable," as included in the CTR's Settlement and Judgment Policy.*

### **Auditor's Reply: MMA**

MMA acknowledges that it does not have a written policy on the use of confidentiality language in employee settlement agreements. OSA agrees with MMA that certain information can be redacted from settlement documents but that they are public records. While we agree that, in and of itself, "the absence of a 'written policy' does not suggest inconsistencies in the use of confidentiality language, much less ill will," we note that a written policy could help improve consistency of application and support the development of trust in MMA by the public it serves. MMA suggests that confidentiality clauses could not "be used to protect or obscure from public view repeated instances of poor management or unlawful behavior." Our office, however, has found across state government, through our audits, that confidentiality clauses have indeed been used to conceal allegations of unlawful behavior and poor management, despite many agencies following CTR's policies and the public records law. We encourage MMA to consider the benefit of increasing transparency with respect to its use of taxpayer dollars surrounding its settlement agreement process. It could use the Governor's Executive Department Settlement Policy as a starting point for documenting its internal

policies and procedures regarding the use of confidentiality language, specifically related to terms or conditions that would prevent a claimant from disclosing facts about a claim or settlement.

### **Auditee's Response: Massport**

*Finding No. 2 is not accurate with respect to Massport. As of February 19, 2025, in response to the Governor's Executive Department Settlement Policy, issued January 27, 2025, Massport's internal policies and procedures were updated to comply with that Policy's provision prohibiting the use of non-disclosure agreements (NDAs) in Settlement Agreements involving Massport and its employees. Finding No. 2 should be corrected to acknowledge this fact.*

### **Auditor's Reply: Massport**

OSA agrees with Massport's statement that it updated its internal policies and procedures to comply with the Governor's Executive Department Settlement Policy implemented in response to our previous report regarding the use of confidentiality clauses in settlement agreements across state agencies, issued January 28, 2025. However, we remind Massport that our audit covered the years 2019 through 2024, and our findings in this audit report pertaining to Massport's policies and use of confidentiality clauses relate to that period, when Massport did not have such a policy and was found to have used confidentiality clauses concealing serious allegations of unlawful discrimination based on gender, disability, sexual orientation, disparate treatment, and unequal pay. Any updates made in 2025 are outside the scope of this audit. We do hope, however, that Massport actually follows its new policies moving forward, especially considering how these clauses have been used by this agency in recent years.

### **Auditee's Response: WSU**

*The Report finds that the University lacks a written policy regarding the use of non-confidentiality language within employee settlement agreements. However, the absence of a "written policy" does not suggest inconsistencies in the use of confidentiality language. In most cases the inclusion of a confidentiality clause is the result of the negotiation with an employee or the employee's representative over the terms of the settlement agreement. Further, when confidentiality is included in a settlement agreement, language is included to make clear that confidentiality is not absolute and is subject to state and federal legal limitations. The University strives to make clear in its agreements where such language is included that, regardless of the presence of any language regarding confidentiality or non-disclosure language, the agreement may be subject to a public records request and a "lawful request" or "legal process" would provide sufficient justification for disclosure.*

*The University does not dispute that a settlement may be subject to a public records request, but emphasizes that certain information may be redacted from settlement documents. The University maintains that the inclusion of confidentiality language does not supersede compliance*

*with legal requirement, process, or request and that acknowledgment that the agreement may be regarded as a public record mitigates any concern that the language could be used to protect or obscure from public view repeated instances of poor management or inappropriate or unlawful behavior at the University. Importantly, when the University submits the required CTR form with any monetary settlement it does not indicate that the settlement agreement is confidential.*

### **Auditor's Reply: WSU**

WSU acknowledges that it does not have a written policy on the use of confidentiality language in employee settlement agreements. OSA agrees with WSU that certain information can be redacted from settlement documents but that they are public records. The absence of a written policy, in and of itself, does not suggest inconsistencies in the use of confidentiality language, much less ill will. We note that a written policy could help improve consistency of application and support the development of trust in WSU by the public it serves. WSU suggests that confidentiality clauses could not "be used to protect or obscure from public view repeated instances of poor management or unlawful behavior." Our office, however, has found across state government, through our audits, that confidentiality clauses have indeed been used to conceal allegations of unlawful behavior and poor management, despite many agencies following CTR's policies and the public records law. We encourage WSU to consider the benefit of increasing transparency with respect to its use of taxpayer dollars surrounding its settlement agreement process. It could use the Governor's Executive Department Settlement Policy as a starting point for documenting its internal policies and procedures regarding the use of confidentiality language, specifically related to terms or conditions that would prevent a claimant from disclosing facts about a claim or settlement.

### **3. Of the 21 state agencies under audit, 3 did not provide the requested state employee settlement agreements, either at all or in a timely manner.**

Of the 21 state agencies under audit, 3 did not provide the requested state employee settlement agreements, either at all or in a timely manner. When we requested copies of these settlement agreements, 3 agencies (14%) did not provide us with a combined total of 39 (15%) out of the 263 state employee settlement agreements identified during the audit period. The table below details the number of settlement agreements, by agency, not provided to us.

The 39 state employee settlement agreements not provided had a total monetary value of \$491,069. These were a mix of settlement payments reportedly paid through a state agency's own funds and CTR's Settlement and Judgment fund. See the table below.

## Monetary Settlement Agreements Not Provided by Agency—Substantive Testing.

State Agency	Total Settlement Agreements Not Received	Total Dollar Amount of Settlement
CCCC	1	\$30,000
MassArt*	3	\$287,032
RCC	35	\$174,037
Grand Total	<u>39</u>	<u>\$491,069</u>

\* All agencies were made aware of the findings on July 30, 2025. As we were preparing to issue this audit report, MassArt did provide copies of the 3 settlement agreements, on January 14, 2026. While we were not able to incorporate this new information into our finding, because it was not provided in a timely manner, we do believe it is important to acknowledge receipt of the agreements, even though we could not modify our finding.

Agencies' failure to provide state employee settlement agreements to our office, which has the legal authority to receive and analyze them under state law, creates a reasonable concern that information is being unlawfully withheld. This could negatively affect public trust in government and obscures from view how public dollars are being spent. Since these records were not provided to us, we were unable to test (1) whether these agencies complied with CTR's reporting requirements and (2) whether the settlement lists provided to us were accurately described. Without sufficient documentation, there is a greater-than-acceptable risk that some or many state employee settlement agreements that should have been reported to CTR were not. CTR would therefore have been unable to ensure proper accounting of these settlement agreements.

## Authoritative Guidance

GOV's Executive Department Settlement Policy established the following requirement regarding record retention:

*For any matter that is settled, other than settlements of labor grievances or affirmative litigation, the settling agency shall, subject to the applicable records retention period, maintain a complete file consisting of: (i) the underlying claim or complaint; (ii) the settlement agreement; (iii) any settlement recommendation memoranda and attachments; (d) all documentation submitted or received from the Office of the Comptroller under 815 CMR 5.00 et seq., and the Comptroller's Settlements and Judgments Policy; (iv) documentation of all required approvals; and (v) documentation of payment of the claim.*

*Each executive office shall track settlements entered by the office and its agencies, other than settlements of labor grievances and affirmative litigation, including: (i) the claimant's name; (ii) the date of settlement; (iii) the amount of settlement; (iv) the office or agency at issue; and (v) the type of claim. The tracker maintained by each executive office shall be treated as a public record.*

The *Massachusetts Statewide Records Retention Schedule* requires state agencies to retain records relating to an employee settlement agreement in accordance with the following guidelines:

***E05-01: Employee Complaint/Investigation/Disciplinary Records***

Retain 6 years after last activity.

*Documents informal or formal investigations into alleged employee misconduct. Includes complaints, notes, statements, and determinations and record of actions taken.*

***E05-02: Employee Grievance/Complaint Records***

Permanent

*Documents work related complaints from non-union employees and grievances from union employees relating to their job environment. Includes complaints, grievances, hearing notices, arbitration findings, meeting notes, dispositions, and related correspondence. . . .*

***E05-02 (c): All other records***

Retain 6 years final resolution.

***E05-03: Personnel Action Records***

See sub-schedules for specific retention periods.

*Documents individual or class actions relating to reclassifications, promotions, demotions, transfers, layoffs, reductions-in-force, severance agreements, and terminations. Includes justification documentation, working notes, requests, employee notifications and responses, appeals, and related correspondence. . . .*

***E05-03 (c): All other records***

Retain 6 years final resolution.

Section 12 of Chapter 11 of the Massachusetts General Laws states:

*The department of the state auditor shall audit the accounts, programs, activities and functions directly related to the aforementioned accounts of all departments, offices, commissions, institutions and activities of the commonwealth, including those of districts and authorities created by the general court and including those of the income tax division of the department of revenue and, for such purposes, the authorized officers and employees of the department of the state auditor shall have access to such accounts at reasonable times and the department may require the production of books, documents, vouchers and other records relating to any matter within the scope of an audit conducted under this section or section 13, except tax returns.*

## **Reasons for Issue**

Agencies could not provide documented policies detailing the retention of documentation related to state employee settlement agreements. Some agencies explained that agreements associated with



certain state employee settlements could not be located. RCC did not provide any additional information when we followed up on missing documentation.

## **Recommendation**

The 3 agencies identified in this finding should develop policies and procedures to ensure that they retain documentation relating to state employee settlement agreements in accordance with the *Massachusetts Statewide Records Retention Schedule*. These policies and procedures should include the creation of a centralized list of such state employee settlement agreements and the location of the storage of these records to facilitate the production of these records upon request.

## **Auditee's Response: CCCC**

*The settlement was a payment required pursuant to an arbitration award which OSA never requested as it was a judgment not a settlement and thus CCCC did not provide information on judgments in its Audit requests. CCCC did subsequently provide information regarding an arbitration award, which OSA misconstrued as an employee settlement.*


## **Auditor's Reply: CCCC**

We did not misconstrue this as an employee settlement, rather CCCC reported this to CTR as a settlement agreement, and it was paid through the Settlement and Judgment fund. If this is indeed an arbitration award, CCCC should work with CTR to reclassify it as such.

CCCC is included as part of this finding because of the following circumstances: At the beginning of the audit, CCCC provided us with a list of employee settlement agreements executed by CCCC during the audit period. During our audit testing, we requested a copy of a particular settlement agreement (which CCCC included on its original settlement list), totaling \$30,000. CCCC did not provide us with a copy of the agreement as requested; therefore, we could not perform our testing on this selection. CCCC indicates in its response that this was an arbitration award; however, the documentation that we have for this selection (which included a "Settlement/Judgment Payment Authorization Form" [see below], email correspondence between CCCC and an assistant attorney general, email correspondence between CCCC staff members, interrogatories for a superior court civil action case, and requests for production of documents for a superior court civil action case) does not support that this was, in fact, an arbitration award. For our post-audit review, which we will be conducting in roughly six months, CCCC is welcome and encouraged to provide any documentation it feels necessary to support its position or to provide clarification regarding this matter.



**COMMONWEALTH OF MASSACHUSETTS - OFFICE OF THE COMPTROLLER**  
**815 CMR 5.00 - NON-TORT SETTLEMENT/JUDGMENT PAYMENT AUTHORIZATION FORM**  
**PLEASE COMPLETE TEMPLATE ELECTRONICALLY - NOT BY HAND**



**PLEASE REVIEW COMPTROLLER SETTLEMENT/JUDGMENT POLICY PRIOR TO COMPLETION OF THIS FORM**  
☒ Payment is being submitted to CTR for payment from Settlement/Judgment Reserve ☐ Payment will be made with Department Legally Available Funds

<b>CASE NAME:</b> [REDACTED] v. Cape Cod Community College and Board of Higher Education  Case #: 1272CV00719  Check one option: <input checked="" type="checkbox"/> Settlement <input type="checkbox"/> Judgment or Order <input type="checkbox"/> Other (Specify):	<b>TYPE OF CLAIM:</b> <input checked="" type="checkbox"/> Employment Action (ANY claim arising from employment including Civil Rights claims.) <input type="checkbox"/> Civil Rights/Discrimination (Non-Employee) <input type="checkbox"/> Contract Claim (Non-Employee) <input type="checkbox"/> Awarded Attorneys Fees/Costs <input type="checkbox"/> Indemnification (Reimbursement, Representation, Damages) Executive Departments require ANF Legal approval BEFORE any costs incurred. <input type="checkbox"/> Other (Specify):	<b>DEPARTMENT (responsible for claim):</b> CCCC <input type="checkbox"/> Check here if more than one department is responsible for payment of this claim. Identify additional department(s): <b>AGO/AAG/SAAG:</b> [REDACTED] Telephone: [REDACTED] Email: [REDACTED] <b>AGENCY COUNSEL:</b> [REDACTED] Telephone: [REDACTED] Email: [REDACTED] <b>HR/PAYROLL (Employment Claims):</b> [REDACTED] Telephone: [REDACTED] Email: [REDACTED]
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**Check One:**  
☒ Claimant Name. Enter FULL LEGAL NAME (as appears on W-9, MMARS or HR/CMS), if none, state "N/A". [REDACTED]  
☐ Multiple Claimants who are part of class action "et. al." with no individually identified payments. (Complete Award/ Payment Information for group.)  
☐ Multiple Claimants who are each being paid individual identified payments. (Skip next section and complete spreadsheet for Multiple Claimants.)

<b>PAYEE: CURRENT OR FORMER EMPLOYEE PAID DIRECTLY</b>  Complete the following if Claimant is a current or former employee and is receiving a DIRECT payment of "back pay", "lump sum", "interest" or "other". Employee HR/CMS ID: [REDACTED] Record Number: 0 Employee position number: [REDACTED] Account number for position: [REDACTED]  <input type="checkbox"/> CLAIMANT IS A CURRENT COMMONWEALTH EMPLOYEE <input checked="" type="checkbox"/> CLAIMANT IS A FORMER COMMONWEALTH EMPLOYEE. REHIRE FOR RETRO PAY MUST BE COMPLETED PRIOR TO SUBMISSION OF THIS FORM. Rehire is not needed for any payment made directly to Attorney or 3rd party. Rehire is solely a payroll system entry to enable payment.	<b>PAYEE: NON-EMPLOYEE CLAIMANT OR OTHER PARTY TO BE PAID</b>  Complete for ANY non-employee Payee receiving DIRECT payments:  <input type="checkbox"/> NON-EMPLOYEE CLAIMANT (was not a current or former employee) Enter MMARS/Vendor Code here (12 digits): VC [REDACTED] OR Attach W-9.  <input type="checkbox"/> ATTORNEY OR 3rd PARTY is receiving a DIRECT or JOINT payment. Enter Legal Name here: [REDACTED] Enter MMARS/Vendor Code here (12 digits): VC [REDACTED] OR Attach W-9. Contact CTR if unable to obtain a W-9 Form for a suitable alternative.
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**ENTER TOTAL AMOUNT OF AWARD: \$ 30,000.00**

**BREAKDOWN OF AWARD TYPES AND AMOUNTS MUST MATCH SETTLEMENT AND RELEASE OR JUDGMENT/ORDER**

TYPE OF DAMAGES	AMOUNT	PAYMENT INSTRUCTIONS	TAX WITHHOLDINGS/REPORTING
<b>BACK PAY DAMAGES:</b> (Current or former Employees ONLY). This amount must be specified in award as "back pay" or "salary replacement" and must represent salary calculated for a specified number of days. Do not include overtime or other non-salary pay which is not subject to retirement deductions. **Attach spreadsheet with calculations for dates of back pay.	\$ [REDACTED]	<input type="checkbox"/> Payable Solely to Claimant. <input type="checkbox"/> Payable Solely to Claimant but mailed to Attorney/3rd Party (Not available for Current Employees). <input type="checkbox"/> Payable Jointly to Claimant and Attorney/3rd party and mailed to Attorney/3rd Party (Not available for Current Employees). Other Instructions: [REDACTED]	Payment processed on bi-weekly payroll system, reportable on a W-2, subject to Supplemental Flat Tax withholdings PRIOR to payment to employee. (Personal tax exemptions are not calculated.) State Tax (amount - retirement %) x 5.25% Federal Tax (amount - retirement %) x 25% Medicare Tax (1.45% x amount unless exempt). State retirement or Optional Retirement % determined by pension plan.
<b>LUMP SUM DAMAGES</b> (non-specified or all-inclusive damages) Includes emotional distress, compensatory, consequential, contract damages, overtime, front pay, and any other non-specified damages or all-inclusive payments under a judgment, order or negotiated settlement. All civil rights damages will be subject to tax reporting, and withholdings for any employment related claim.	\$30,000.00	<input checked="" type="checkbox"/> Payable Solely to Claimant. <input type="checkbox"/> Payable Solely to Claimant but mailed to Attorney/3rd Party (Not available for Current Employees). <input type="checkbox"/> Payable Jointly to Claimant and Attorney/3rd Party and mailed to Attorney/3rd Party (Not available for Current Employees). Other Instructions: [REDACTED]	For current or former employees payment processed on bi-weekly payroll system, reportable on a W-2, Subject to Supplemental Flat Tax withholdings PRIOR to payment to employee. (No Personal tax exemptions) State Tax (Amount x 5.25%); Federal Tax (25% x amount); Medicare Tax (1.45% of amount unless exempt)  For Non-employees 1099-MISC (Box 3) (unless Claimant is a corporation).

Submit to: Office of the Comptroller CTR Settlements and Judgments Unit (Legal) One Ashburton Place - 9th Floor, Boston MA 02108  
EMAIL: Settlements.Judgments@massmail.state.ma.us FAX 617-973-2555.  
Page 1 of 4. Updated January 2014.

## Auditee's Response: RCC

OSA's inclusion of RCC in this finding is factually incorrect. The 34 agreements referenced by OSA were arbitration awards or judgments, not settlement agreements. These awards are governed by collective bargaining agreements and implemented under Comptroller approval. RCC provided supporting documentation, including:

- *The Comptroller's approval of each award*
- *The Settlements & Judgments (S&J) application forms (with redactions)*
- *Copies of arbitration decisions and awards*

*RCC therefore disputes OSA's characterization of "noncompliance" and/or any missing settlement agreements. All required documents were provided within scope.*

### **Auditor's Reply: RCC**

There are 35 monetary employee settlement agreements for which RCC did not provide us corresponding settlement agreements. OSA disagrees with RCC's assertion that "34 agreements referenced by OSA were arbitration awards or judgments, not settlement agreements." They are not. On November 14, 2023, RCC executed a settlement agreement with the Massachusetts Community College Council, a union, settling grievances on behalf of 32 RCC employees under its Day contract. In consideration for the withdrawal of certain grievances, RCC agreed to provide payments to claimants by "continu[ing] to follow the Roxbury College Tufano Arbitration award." The settlement agreement entered into by RCC provided a resolution that essentially mirrored the payment methodology of a prior arbitration award but was not itself the result of an arbitration. According to available records, it was a settlement. Due to the insufficiency of the information provided to us (RCC's "Settlement/Judgment Payment Authorization Form" indicated that the payments were related to a settlement for multiple claimants but did not include a schedule of those claimants), OSA could not determine which individuals were paid, how much they were paid, and when they were paid. We followed up with RCC on April 9, 2025 and April 22, 2025 asking for details and documentation regarding the records for these payments that RCC designated as modality payments in its settlement list. On May 22, 2025, RCC indicated that it did not have the requested documentation.

From: [REDACTED]  
Sent: Thursday, May 22, 2025 9:31 AM  
To: [REDACTED]  
Subject: Re: [EXTERNAL] - RE: Settlement information.

Hi [REDACTED],

I have conducted an extensive search and questions you asked.

I tried to locate the supporting documentation for the listed settlements, but I was not able to find them. The second date column added is the date I received from the payroll department when the settlement was paid to the employees. That is the information the payroll department has in the system.

Additionally, RCC did not provide the employee settlement agreement for a September 7, 2024 agreement for \$10,500. Finally, within CTR's Settlements and Judgments Access data, we identified 2 employee settlement agreements that RCC did not include in the self-reported list that it provided to OSA. RCC has still not provided copies of these employee settlement agreements to OSA. In roughly six months, we will be conducting our post-audit review, and RCC is welcomed and encouraged to submit any documentation it feels may clarify this issue.

**4. Of the 21 agencies under audit, 3 did not disclose to us 12 state employee settlement agreements, totaling approximately \$492,614, from the lists provided to us.**

During our review of CTR's Settlements and Judgments Access data, we identified 5 settlements, totaling \$352,769, that were not included as part of the lists provided by 2 out of the 21 agencies under review. The 2 agencies were MassArt and RCC.

The audit team sent follow-up emails to the 2 agencies, asking for clarification and requesting that documents for these state employee settlement agreements be provided to us for review. We also identified an additional 7 employee settlement agreements during our review of personnel files that were excluded from Massport's list provided to us, 2 of which were non-monetary, and 5 of which had a combined monetary value totaling \$139,845.

Agency	Number of Settlements Excluded from Agency Lists or Not Willingly Provided to Us	Dollar Value of Excluded Settlements
MassArt	3	287,032
Massport	7	139,845
RCC	2	65,737
Grand Total	<u>12</u>	<u>\$ 492,614</u>

Based on the results of our review of CTR's Settlements and Judgments Access data and of Massport personnel files, there could potentially be more state employee settlements that were not self-reported to OSA.

## Authoritative Guidance

GOV's Executive Department Settlement Policy established the following requirement regarding record retention:

*For any matter that is settled, other than settlements of labor grievances or affirmative litigation, the settling agency shall, subject to the applicable records retention period, maintain a complete file consisting of: (i) the underlying claim or complaint; (ii) the settlement agreement; (iii) any settlement recommendation memoranda and attachments; (d) all documentation submitted or received from the Office of the Comptroller under 815 CMR 5.00 et seq., and the Comptroller's Settlements and Judgments Policy; (iv) documentation of all required approvals; and (v) documentation of payment of the claim.*

*Each executive office shall track settlements entered by the office and its agencies, other than settlements of labor grievances and affirmative litigation, including: (i) the claimant's name; (ii) the date of settlement; (iii) the amount of settlement; (iv) the office or agency at issue; and (v) the type of claim. The tracker maintained by each executive office shall be treated as a public record.*

Section 12 of Chapter 11 of the General Laws states:

*The department of the state auditor shall audit the accounts, programs, activities and functions directly related to the aforementioned accounts of all departments, offices, commissions, institutions and activities of the commonwealth, including those of districts and authorities created by the general court and including those of the income tax division of the department of revenue and, for such purposes, the authorized officers and employees of the department of the state auditor shall have access to such accounts at reasonable times and the department may require the production of books, documents, vouchers and other records relating to any matter within the scope of an audit conducted under this section or section 13, except tax returns.*

In June 2020, the state of Montana issued a performance audit titled "State Employee Settlements: Trends, Transparency, and Administration." In this audit, a recommendation is given, stating the following:

- A. *Defining what constitutes a state employee settlement and what should be considered when determining the cost of a state employee settlement, and*
- B. *Requiring reporting of state employee settlements in the State Accounting, Budgeting, and Human Resource System, including defining what information should be reported.*

While Massachusetts state agencies do not need to follow Montana's policies, we believe them to be best practices.

## Reasons for Issue

RCC informed us that 1 of the 2 settlements assigned to it had a Human Resources Compensation Management System ID that was not associated with anyone in its payroll system during the period. According to CTR, it is possible that RCC recorded the employee ID incorrectly when it submitted the form, or CTR may have input the ID incorrectly when entering it into the Settlements and Judgments Access database. RCC did not respond to our request for the second settlement.

MassArt explained that it did not include 2 settlements in its list as there were no underlying complaints. Payment was due to the terms and conditions of its NUP handbook. According to the agency, there was no payment for the third settlement record, and it was unsure why the record appeared within CTR's data. All agencies were made aware of the findings on July 30, 2025. At the tail end of this audit, on January 14, 2026, MassArt ultimately did reconcile its records to reflect that CTR's data was indeed correct for the third settlement record.

Massport told us that the agreements identified did not fall within the scope of our audit because the agreements were considered severance agreements, separation agreements, and compromise agreements. However, we noted that Massport refers to these agreements as "settlement agreements" within the terms of the documents, and, therefore, Massport improperly withheld them from us according to Massport's own definition of these agreements.

We found that there is an inconsistency in the understanding, whether intentional or unintentional, of what constitutes an employee settlement agreement.

## Recommendation

Agencies should develop policies and procedures to ensure that state employee settlements are accurately recorded and tracked internally and that all information is accurately reported to CTR, in addition to the Comptroller performing periodic reviews to ensure the accuracy of the reported information so that only payments related to settlements and judgments are included in this database.

## Auditee's Response: MassArt

*The OSA wrote asking that MassArt share the information for . . . additional settlement matters..*

*For additional context on August 22, 2025, MassArt responded: . . .*

- For two of the matters, they were pursuant to the NUP Policy.*



## **Auditor's Reply: MassArt**

MassArt indicates in its response that the 2 settlement payments were made pursuant to its NUP handbook. To clarify, these two items were included as part of this finding due to the fact that the list of employee settlement agreements provided by CTR included them, but the list of employee settlement agreements originally provided to us by MassArt did not include them. To resolve this matter, we suggest that MassArt work with CTR to ensure that employee settlement records related to MassArt within CTR's Settlements and Judgments Access database are accurate.

## **Auditee's Response: Massport**

*Finding No. 4 and the OSA's Scope Limitations mischaracterize Massport's response to the OSA's Audit. There are two points of concern, both of which pertain to the adequacy of Massport's response. First, the OSA states that Massport did not identify seven relevant agreements, but none of the referenced agreements were responsive to the specific audit requests as articulated by the OSA. Five were severance/separation agreements with payments based on employee years of service, not on the resolution of any claims filed against Massport, and the remaining two were made by Massport management and unions. (In fact, there was only one responsive severance/separation agreement that also settled a claim filed by an employee, and Massport identified that agreement and provided a copy of the employee's complaint to the OSA.) To the extent that the OSA was dissatisfied with Massport's responses to its requests, Massport respectfully submits that the fault lies neither in our record-keeping nor in our responsiveness, but rather in the ambiguity of the audit request terminology.*

*Second, the OSA issued a Scope Limitation with respect to Massport's delivery of notices to individuals selected by the OSA for personnel file review, based on the Massachusetts Fair Information Practices Act ("FIPA"), [Chapter 66A of the General Laws], and its associated regulations. Massport believes that its FIPA notices were required by law, as well as consistent with Massport's past practices and its commitment to fairness to its employees. In any event, the OSA was able to review the great majority of personnel files that it had selected (111 of 121 files) and the OSA's Draft Final Report states that the OSA "determined that the data was sufficiently reliable for the purposes of its audit."*

*Massport respectfully requests that the Final Report be revised to exclude Massport from Finding No. 4 and the associated Scope Limitations. Alternatively, we request that the Report include the following express acknowledgement of Massport's positions:*

- (a) Massport's omission of seven agreements from its initial audit response stems from a good-faith difference in the parties' understanding of the scope of the OSA's audit requests; and*
- (b) Massport's issuance of FIPA notices to employees whose personnel files were selected for review by the OSA, and its temporary hold on the disclosure of the files of those employees who indicated an intention to object, is consistent with Massport's understanding of its*

*legal obligations and its past practices. Massport respects both the OSA's authority and its employee's privacy rights, and it has sought to honor both.*

### **Auditor's Reply: Massport**

OSA and Massport disagree on what constitutes an employee settlement agreement. The agreements reviewed included language releasing parties from any current or future claims and included an agreement to withdraw grievances in addition to lump sum payments resulting from employment actions. We also saw multiple instances where Massport refers to the documents provided as a "compromise settlement agreement" or "settlement agreement" within the terms of the agreement itself; Massport referred to these agreements as settlement agreements when entering into them, regardless of how it seeks to characterize them now. Furthermore, in multiple settlement agreements found in personnel records but not disclosed to OSA by Massport, there were confidentiality clauses restricting employees' rights to speak about the settlements and the circumstances surrounding them. Regarding Massport's refusal to provide our audit team with all requested personnel files, as required under Section 12 of Chapter 11 of the General Laws, we refer to Other Matters.

### **Auditee's Response: RCC**

*RCC acknowledges OSA's observation that some legacy settlement documentation was missing due to turnover in senior leadership and prior [Human Resources (HR)] management deficiencies.*

*However, the current administration has implemented new record retention protocols, improved HR file controls, and cross-departmental compliance checks to prevent recurrence. RCC continues to strengthen its document management systems to ensure that all S&J payment documentation is maintained consistently with Comptroller regulations. Further, RCC has received training from [the Office of the General Counsel] related to the S&J Policy recently updated by the Comptroller's Office.*

### **Auditor's Reply: RCC**

We applaud RCC for taking steps to address the issue. We note that since the steps were taken after the scope of our audit, after the period January 1, 2019 through December 31, 2024, this does not change the finding of what existed during the audit period. However, we acknowledge RCC's commitment to ensuring increased accountability with respect to retention protocols. We will follow up on this matter in approximately 6 months as part of our post-audit review process.

## 5. We found that 7 state agencies did not report 13 state employee settlement agreements to the Office of the Comptroller of the Commonwealth, as required by state regulation.

During the review of the 252 employee settlements sent to CTR, CTR confirmed that 173 were required to be reported for review. CTR found that 13 (8%) of those 173 monetary state employee settlement agreements across 20 agencies, totaling approximately \$59,863, were not reported as required. According to CTR's "Settlements and Judgments" policy, CTR reviews monetary settlement agreements, regardless of whether the settlement agreement is funded through the Settlement and Judgment fund or self-funded by the state agency. CTR performs this review to ensure proper accounting and tax reporting for payment of the state employee settlement agreements.

The following is a breakdown of state agencies that failed to report state employee settlement agreements, and the number of state employee settlement agreements they did not report to CTR:

State Agency	Number of Monetary Settlements Not Reported to CTR	Dollar Value of Unreported Settlements
BSU	2	\$ 21,770
BHCC	1	242
FSU	3	4,550
GCC	2	7,308
MMA	2	3,943
MCLA	2	18,139
OCP	1	3,911
Grand Total	<u>13</u>	<u>\$ 59,863</u>

Failure to report settlement agreements is a violation of regulation and policy and may result in the improper reporting of the state employee settlement agreement in the state's accounting system and by the state employee to the Department of Revenue and the Internal Revenue Service. According to CTR's "Settlements and Judgments" policy, agencies are responsible for making any corrections necessary to bring any settlement documentation or payments into compliance if payment was made contrary to the instruction of CTR.



## Authoritative Guidance

CTR's "Settlements and Judgments" policy, dated January 10, 2022, and effective during the audit period, stated,

*All "monetary" settlements/judgments **must** be reviewed by CTR prior to payment to ensure that the payments are made using the appropriate codes and that proper tax withholdings and tax reporting are made, irrespective of whether or not the Department plans to pay the claim with Department funds or through the Settlement and Judgment Reserve (1599-3384) or other authorized account.*

*A "monetary" settlement or judgment includes any action which results in a payment being made to, or on behalf of a Claimant, or which may impact "creditable" service for retirement calculation purposes for a state employee, or which may result in a future commitment of funds, services or state resources.*

- A settlement or judgment on an employee grievance which makes an adjustment to vacation or sick time or other leave (which does not have any associated payments, reimbursements or changes in creditable service) will be considered a "non-monetary" settlement or judgment which does not have to be reviewed by CTR prior to the payroll adjustment. (Note that payroll "adjustments" may not be made in lieu of back pay or other salary payments and may not be made for leave that has not actually been earned, accrued or for time actually worked.)*
- A settlement or judgment on an employee grievance which reinstates, promotes, or makes an employee "whole" for a number of days is a "monetary" settlement or judgment" and must be reviewed by CTR for the proper processing instructions. These amounts may not be processed as regular payroll payments using regular pay or any other payroll earnings codes to avoid the CTR approval process, to make payments from current payroll funds which are not authorized by CTR or to avoid the settlement process.*

GOV's Executive Department Settlement Policy established the following requirement:

### **1. Applicability of the Office of the Comptroller's Regulations and Settlements & Judgments Policy.**

*Executive department offices and agencies are reminded that the Office of the Comptroller's settlements and judgments regulations, 815 CMR 5.00 et seq., and the Comptroller's Settlements and Judgments Policy, are applicable to all monetary settlements within the scope of 815 CMR 5.00 et seq., whether the settlement occurs prior to or after the institution of litigation, and whether the settlement is paid from agency funds or the Settlements and Judgments Reserve. The requirements set forth in this Executive Department Settlement Policy serve as a supplement and do not supersede the requirements prescribed by the Office of the Comptroller.*

In June of 2020, the state of Montana issued a performance audit titled "State Employee Settlements: Trends, Transparency, and Administration." In this audit, a recommendation is given, stating the following:

- A. Defining what constitutes a state employee settlement and what should be considered when determining the cost of a state employee settlement, and*
- B. Requiring reporting of state employee settlements in the State Accounting, Budgeting, and Human Resource System, including defining what information should be reported.*

While agencies are not required to follow Montana's policies, we believe them to be best practices.

## **Reasons for Issue**

Most of the state employee settlement agreements that were not reported to CTR were paid through the agencies' own funds. The agencies do not have their own documented policies over the reporting of state employee settlement agreements.

## **Recommendations**

1. Agencies (where applicable) should establish and implement policies and procedures over the reporting of state employee settlement agreements to CTR. These policies and procedures should comply with all of CTR's regulations.
2. Agencies should ensure that staff members who are involved in the employee settlement process receive training on these policies and procedures.
3. Agencies should establish sufficient monitoring controls to ensure compliance and the appropriate management of this issue.

## **Auditee's Response: BSU**

*The Detailed Audit Findings allege that Bridgewater State University did not properly report two (2) separation agreements to the State Comptroller as required. The university is committed to complying with the State Comptroller's Settlements and Judgments Policy, including submitting all agreements for review whether self-funded or funded by the Settlements and Judgments Reserve account.*

*The Detailed Audit Findings also express concerns about the improper reporting of agreements, the appropriate use of codes and proper tax withholdings. Bridgewater State University has not been contacted by the Office of the Comptroller regarding any improper reporting of agreements, inappropriate use of [Human Resources Compensation Management System] payment codes, or improper tax withholdings.*

*The Reasons for Issue section asserts that the University did not properly report two (2) separation agreements to the State Comptroller as required. One separation agreement documented the university's legal obligation under federal law to pay for a foreign national employee's return to their home country. This payment was not a negotiated monetary settlement, but rather an obligation under federal law required to be paid whether a separation agreement was in place or not.*

### **Auditor's Reply: BSU**

OSA appreciates BSU's stated commitment to comply with CTR policies regarding reporting employee settlement agreements. BSU reports that CTR has not notified it of issues pertaining to reporting, the use of Human Resources Compensation Management System codes, or tax withholdings. Since CTR is not responsible for auditing agencies to ensure that inconsistencies are reviewed, BSU's statement regarding not being contacted by CTR makes sense. It is our office's responsibility, when analyzing issues such as this, to report the issues we find to the agencies under audit because it is each agency's responsibility to self-report these agreements. If there is a disagreement over filing protocols identified to our office by CTR, we encourage BSU to speak with CTR regarding its position to resolve any potential issues and ensure that any payments related to settlements are processed correctly.

### **Auditee's Response: BHCC**

*OSA incorrectly found that BHCC did not provide settlement agreements in this finding. The employee settlement referenced here was the conversion of a three-day unpaid disciplinary suspension to a two-day unpaid disciplinary suspension as the result of a Memorandum of Agreement with the union in response to an employee grievance. The payroll submission for the employee changed that one day to a paid suspension; the employee was paid \$241.50 by the College to ensure correct payroll. The Memorandum of Agreement was provided to OSA in BHCC's March 2025 submission. While BHCC in good faith believes this matter was handled correctly, the College is cognizant of the recent changes by CTR to reporting all monetary settlements for approval, including those paid by the College, and participated in [the Office of the General Counsel's] June 2025 training regarding the S&J Policy recently updated by CTR. In any future similar cases, the College will seek the approval of CTR before making such a payroll adjustment, if the matter comes within the scope of CTR's area of review.*

### **Auditor's Reply: BHCC**

OSA understands that BHCC disagrees with the information provided to our office from CTR, which stated that BHCC did not report an employee settlement agreement as required by state regulation. Our information is coming straight from CTR. Therefore, we encourage BHCC to work with CTR to ensure that this issue is resolved. Based on its response, BHCC appears to be taking steps to address the issue.

### **Auditee's Response: FSU**

In response to our finding, FSU requested that we "change the dollar value of unreported settlements to \$0 (salaries were paid)."

### **Auditor's Response: FSU**

To clarify, during our audit testing, we noted that three FSU employee settlement agreements, totaling \$4,550 (highlighted in the table above) were not reported to CTR as required by CTR's "Settlements and Judgments" policy and Section 5.00 of Title 815 of the Code of Massachusetts Regulations. Accordingly, we did not remove these records from the finding or change the amounts (as requested by FSU in its response) because the documentation we reviewed indicated that these are employee settlement agreements. As a next step, OSA suggests that FSU work with CTR to ensure that the 3 payments related to settlement agreements were processed correctly.

### **Auditee's Response: GCC**

*[OSA's audit report states:] "We found that seven state agencies did not report 13 state employee settlement agreements to CTR as required," GCC acknowledges that two settlements paid from agency funds were inadvertently not reported to CTR. As previously noted, the Massachusetts Community Colleges, including [chief financial officers] and [Human Resources], received training from [the Office of the General Counsel] in June 2025 on the recently updated CTR S&J Policy. The College is confident that its administrators understand the reporting requirements and that such omissions will not recur.*

### **Auditor's Reply: GCC**

OSA appreciates GCC's stated commitment to comply with CTR policies regarding reporting employee settlement agreements.

### **Auditee's Response: MMA**

*There were two monetary settlement agreements that the OSA determined were not appropriately reported to the Comptroller of the Commonwealth, totaling \$3,943.47. The Academy is committed to appropriately submitting for review to the CTR monetary settlements, regardless of whether the settlement agreement is funded through the Settlement and Judgment fund or self-funded by the Academy.*

### **Auditor's Reply: MMA**

OSA appreciates MMA's stated commitment to comply with CTR policies regarding reporting employee settlement agreements.

### **Auditee's Response: MCLA**

*There were two monetary settlement agreements that the OSA determined were not appropriately reported to the Comptroller of the Commonwealth, totaling \$18,139.00, which were processed through the College's payroll and not submitted for payment through the*

*Settlement and Judgment Fund. Both settlements were the result of the resolution of grievances. The College will appropriately submit for review to the CTR monetary settlements, regardless of whether the settlement agreement is funded through the Settlement and Judgment fund or self-funded by the College.*

**Auditor's Reply: MCLA**

OSA appreciates MCLA's stated commitment to comply with CTR policies regarding reporting employee settlement agreements.

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## OTHER MATTERS

### **1. A lack of consistent documentation surrounding state employee settlement agreements hinders oversight and requires the public to trust that agencies entered into settlement agreements fairly and appropriately.**

Throughout this audit, we requested documentation to support claims made by auditees to determine the number, reason, cost, and purpose of state employee settlement agreements executed by public and quasi-public agencies on behalf of the public that they serve. For example, we requested supporting documentation for 80 state employee settlement agreements that contained confidentiality language. We did not receive an original employee claim, complaint, or grievance for 37 of these 80 (46%) settlement agreements. These 37 settlements spanned 11 agencies under audit. As a result, we were unable to determine whether the state employee settlement agreements were supported by a complaint or if the use of confidentiality language was appropriate.

In explaining this lack of documentation, a number of agencies reported to us that there were no underlying complaints that led to the state employee settlement agreement, and in some instances that settlement agreements were used prospectively to prevent the filing of complaints, such as when entering into a settlement agreement with an employee whose employment was being terminated in order to prevent them from suing the agency.

We understand that state employee settlement agreements are used in a number of different contexts, but expect that the expenditure of public money, and the use of confidentiality clauses that deny the public access to information, be supported by sufficient documentation to demonstrate to agency managers, auditors, and others that they are necessary, appropriate, and justified. Absent that, the public is asked to accept the word of agency management—which may have created the need for the settlement agreement due to its own misconduct—that the expenditure of the public funds and that the denial of public access to information are appropriate. Even where no complaint exists, state employee settlement agreements should be accompanied by documentation to justify their use, especially when confidentiality language obscures them from public view. Maintaining this documentation will help enhance oversight and will increase public trust that taxpayer money used to fund these agreements is being spent fairly and appropriately.

We also note the lack of consistent documentation of funding sources for the payment of some settlement agreements. As demonstrated in the “Source of Funding for State Employee Settlement Agreements

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January 1, 2019 through December 31, 2024” chart on page 12 of this audit report, AGO was unable to provide us with the funding source for \$103,761 in settlement agreement payments. The funding source for this and other government spending should be readily available to support ongoing transparency and accountability within state government.

## **2. Massport violated Section 12 of Chapter 11 of the Massachusetts General Laws, and both Massport and the Office of the Attorney General inappropriately disclosed sensitive information to unrelated parties.**

During the course of this audit, we conducted a Data Reliability Assessment (DRA) of settlement agreements provided to us by the agencies. As part of this DRA, we attempted to verify that the settlement agreements provided to us represented all settlement agreements that existed for the 21 agencies included in this audit. We used audit software to take a random sample of state employees employed at the Office of the Attorney General (AGO) and the Massachusetts Port Authority (Massport) during the audit period and requested access to the personnel records for the employees identified in this random sample. The purpose of this aspect of the DRA was to determine whether settlement agreements or other indicators of settlement agreements existed in these records and whether we were provided a complete list of settlement agreements.

Indeed, in this very audit report, it has been verified that agencies keep settlement agreements in employee personnel files. One of our auditees, in fact, expressed this in writing in one of their responses, as follows:

*If the settlement is employee-specific (and not related to a group of employees), the settlement agreement generally includes language indicating that the settlement should be regarded as a personnel record and, therefore, will be maintained in the employee’s personnel file.*

When we reviewed Massport files, at least the ones we were provided access to, it was confirmed that Massport also keeps employee settlement agreements in personnel files. During our review of the Massport personnel files that we were actually able to access, we discovered an additional 7 settlements that Massport itself did not report to us. This highlights how important it is for our office to be able to verify what agencies are claiming by being able to review personnel records. Massport disputes our position on this issue and denied our access to 10 of the 131 underlying records our office sought to access.

Both AGO and Massport claimed that Chapter 66A of the Massachusetts General Laws, known as FIPA, required notification to employees and the ability to “quash” or “object” to allowing a review of these

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records—records that we have express authority to access under Section 12 of Chapter 11 of the General Laws and which we required access to in order to complete the DRA under Generally Accepted Government Auditing Standards (GAGAS).

We rejected this, as the FIPA’s restrictions and obligations related to the disclosure of certain records do not apply when there is statutory authorization to access such records. Our enabling statute is such statutory authorization, granting our office “access to . . . books, documents, vouchers and other records relating to *any* matter within the scope of an audit” (emphasis added). In 2012, the Superior Court affirmed our office’s authority under Section 12 of Chapter 11 of the General Laws to access sensitive, confidential information, including information that would otherwise be protected from disclosure by law, such as FIPA. See *Suzanne Bump, State Auditor v. Shahrzad Haghayegh-Askarian and Hancock Dental Co., Mass. Super. Ct., No. 11-4539A* (Suffolk County May 10, 2012). Indeed, it would make oversight meaningless—and practically impossible—if our office needed to obtain permission from every public employee and every person who applies for public benefits, for example, each time we needed to view sensitive information to conduct audits; combat waste, fraud, and abuse; review processes and procedures; or ensure that the law is being followed. We note that there has been only one other instance where an auditee (GOV, in our January 28, 2025 Audit of Settlement Agreements and Confidentiality Clauses Across Multiple State Agencies) has invoked FIPA, disclosed sensitive information to non-parties, and denied our access to records needed to conduct our work. GOV was coached by AGO to “moot” our records request by claiming FIPA. This is a misapplication of the law, and we have not previously been required to obtain such permission in any prior instances regarding accessing such records, dating back to FIPA’s inception in the 1970s. This includes countless reviews of personnel records for state employee settlement agreements and cybersecurity and ethics training records, among other documents required for our audits.

We repeatedly, and in writing, rejected this new and made-up claim that auditees, such as GOV, could have the choice to withhold information from our office that is needed for our audit work. Nonetheless, AGO and GOV both worked together to ensure that our office did not have access to the documents that we required to conduct our audit in accordance with the law. Massport, seemingly taking its cue from AGO and GOV alike, decided to also send letters to employees and retirees in our sample, granting them the authority to “quash” and “object” to our audit.



It appears as though AGO has helped to create the beginning of a potential trend where agencies not wishing to provide records to our office will be coached and empowered by AGO to go against the law that grants our office access to these records—specifically Section 12 of Chapter 11 of the General Laws. Accordingly, our office will be pursuing litigation with respect to this matter and calls on AGO to recuse itself since AGO has itself misapplied FIPA and advised agencies (GOV and itself) to do the same. Our office needs to be able to access records to conduct our audits in compliance with the law and deserves a fair and impartial hearing on this matter, alongside independent legal representation, free from conflict. We, therefore, request the appointment of a Special Assistant Attorney General of our choosing to represent us on this matter because we believe a dangerous precedent is being set on this issue by the position of AGO, GOV, and Massport.

Our office does not discuss details of ongoing audits in order to comply with Section 12 of Chapter 11 of the General Laws, which mandates that we follow Generally Accepted Government Auditing Standards and do not jeopardize an audit's integrity by disclosing sensitive information prior to the audit's release. By inappropriately disclosing this sensitive information to non-auditees, AGO and Massport compromised the integrity of our audit and granted individuals the right to obstruct our office's access to information needed to conduct our audit in accordance with the law. Additionally, AGO's and Massport's actions resulted in unnecessary interference, delaying our ongoing audit, which is authorized by statute. This was either an unintentional consequence of a disagreement regarding the law or an intentional attempt to coerce or pressure our office to back off from reviewing certain records that agencies may prefer to keep hidden.

### **Auditee's Response: AGO**

*Before I address the two findings that the [Office of the State Auditor (OSA)] mistakenly believes apply to the AGO, I must address the Audit Report's unfounded and unnecessary comments in the Other Matters section. The final sentence of that section is demonstrably inaccurate and must be stricken from the final report. The AGO did not send out Fair Information Practices Act (FIPA) notices to current and former employees impacted by the OSA's request to examine personnel files to stymie the audit, but because the AGO has a legal duty to do so. It is the legal opinion of the AGO that [Chapter 66A of the General Laws] required these notices. The AGO disagrees that [Section 12 of Chapter 11 of the General Laws] authorizes access to personal data without notice to the data subject. Under Chapter 66A, the AGO is a state agency holding personal data and is prohibited from making personal data available in response to a demand for data by means of compulsory legal process unless the data subject has been notified of such demand with enough notice to have the process quashed. Moreover, as the holder of the data, the decision on whether FIPA required notice*

*was the AGO's, as if the AGO did not give notice and was incorrect about the legal analysis, the AGO would be the agency responsible for any resulting damages and attorney's fees.*

*Additionally, the OSA's contention that no other agency has ever raised FIPA concerns in response to requests for cybersecurity or ethics training records is inapposite as those records are not personal data under FIPA. Indeed, the AGO itself provided cybersecurity training records in its last OSA audit as FIPA did not apply to those records. Personnel files, however, clearly contain personal data as defined in FIPA, and at least two agencies in this tranche and previously the Governor's Office on behalf of multiple agencies, have concluded that notice must be given before review.*

*The AGO's FIPA compliance did not hinder the OSA's review of the personnel records; to insinuate otherwise is demonstrably false. The OSA sent a letter to the AGO requesting to review 116 current and former employees' personnel records on April 14, 2025. Following the FIPA notification process, the OSA was able to review each and every one of those 116 personnel records. The AGO provided notice to the data subjects on April 22, 2025. As required by [Section 2(k) of Chapter 66A of the General Laws], the AGO informed the data subjects that if they objected to the OSA's request to review their files they have the right to ask a court to quash this request. The Audit Report references our notice of this right as if it was somehow improper rather than what is clearly required by [Section 2(k) of Chapter 66A of the General Laws] ("no personal data are made available in response to a demand for data made by means of compulsory legal process, unless the data subject has been notified of such demand in reasonable time that he may seek to have the process quashed.") Regardless, none of the data subjects made such a motion to quash, so the OSA's access to the requested records was exactly the same as it would have been had notice not been provided. This notice did not prevent the OSA from reviewing any requested personnel file and did not delay OSA's review. The AGO and OSA entered into a Memorandum of Understanding regarding the review (attached)<sup>1</sup> on May 12, 2025, and OSA reviewed all 116 personnel files that were in its original request on that same day, less than thirty days after OSA's request to the AGO. OSA did not find any additional settlement agreements in the requested personnel files.*

*The Audit Report's use of the passive voice to suggest that the AGO gave FIPA notice as "an intentional attempt to coerce or pressure our office to back off from reviewing certain records that AGO [] may prefer to keep hidden" is flatly untrue, deliberately provocative, not supported by the facts, and must be stricken from the final report. . . . Given the legal and factual background, OSA's inclusion of this section in the Audit Report is reflective of bad faith so substantial as to call into question OSA's objectivity in conducting this audit.*

*[Footnote:]*

- 1. Despite OSA's current contention that [Section 12 of Chapter 11 of the General Laws] permits them to view and receive any document it requests for an audit, the memorandum includes an agreement that OSA may not view background checks in personnel files that contain Criminal Offender Record Information, which has its own statutory restrictions on dissemination.*

## **Auditee's Response: Massport**

*The [Office of the State Auditor (OSA)] issued a Scope Limitation with respect to Massport's delivery of notices to individuals selected by the OSA for personnel file review, based on the Massachusetts*

*Fair Information Practices Act ("FIPA"), [Chapter 66A of the General Laws], and its associated regulations. Massport believes that its FIPA notices were required by law, as well as consistent with Massport's past practices and its commitment to fairness to its employees. In any event, the OSA was able to review the great majority of personnel files that it had selected (111 of 121 files) and the OSA's Final Report states that the OSA "determined that the data was sufficiently reliable for the purposes of its audit."*

*Massport respectfully requests that the Final Report be revised to exclude Massport from Finding No. 4 and the associated Scope Limitations. Alternatively, we request that the Report include the following express acknowledgement of Massport's positions:*

- (a) Massport's omission of seven agreements from its initial audit response stems from a good-faith difference in the parties' understanding of the scope of the OSA's audit requests; and*
- (b) Massport's issuance of FIPA notices to employees whose personnel files were selected for review by the OSA, and its temporary hold on the disclosure of the files of those employees who indicated an intention to object, is consistent with Massport's understanding of its legal obligations and its past practices. Massport respects both the OSA's authority and its employee's privacy rights, and it has sought to honor both.*

## **Auditor's Reply**

AGO and Massport indicate in their responses that they believe FIPA notices were required to be sent by law to current and former employees impacted by the Office of the State Auditor's (OSA's) request to examine personnel files. OSA does not agree and reiterates to AGO and Massport that the first time throughout history that an agency asserted the misapplication of this law was in December 2024 by the Healey-Driscoll administration with respect to personnel records from GOV and on behalf of executive branch agencies, as we have express authority to access these records under Section 12 of Chapter 11 of the General Laws. As stated above, our enabling statute is such statutory authorization, granting our office "access to . . . books, documents, vouchers and other records relating to any matter within the scope of an audit."

Our position on this matter with the AGO and Massport is consistent with the position that our office took with GOV during our previous audit, where we rejected GOV's application of FIPA and engaged with the AGO to adjudicate this matter in Superior Court. We explained to both AGO and GOV that no other auditee had ever raised FIPA concerns to deny us access to records or otherwise interfere with or obstruct our access to records. Indeed, our office provided AGO with several examples of recent audits where OSA accessed personnel files through our enabling statute and, most importantly, without notice to or consent from data subjects under FIPA. Yet, GOV, citing guidance from AGO, which was also alleging to have been

representing our office’s legal interest at the time, interfered with and obstructed our access to information needed to conduct our audit on time. Our office learned that AGO, while claiming to be legally representing us on this matter, was simultaneously coaching GOV to invoke FIPA to block our access to the records that AGO had led us to believe it was helping us access. We disagreed with GOV and AGO’s position then, and we disagree with the position of AGO and Massport now. Although we were ultimately able to obtain access to all of the personnel files that we requested from AGO, Massport ultimately withheld 10 personnel files from our office that we requested to complete this audit. This misapplication of FIPA also delayed the completion of our audit fieldwork, as we had to wait for FIPA notices and the execution of Memoranda of Understanding with AGO and Massport. Once again, Section 12 of Chapter 11 of the General Laws provides us with statutory authority to access these records—access that is not subject to FIPA.

Our office provides oversight for over 200 state entities. OSA regularly requests and reviews (without notice to data subjects) personnel data and other personally identifiable information, including personal health information. Below are just some of the countless examples:

- Massachusetts Convention Center Authority, 2023-1272-3A (Issued August 19, 2024)—OSA reviewed personnel files in connection with non–union employee complaints and non–union employee settlement agreements.
- Hampden County District Attorney’s Office, 2022-1259-3J (Issued November 28, 2023)—“For the list of employees, we selected a random sample of 10 employees from HCDA’s personnel files and determined whether the information in the personnel files matched the data in the Massachusetts Management Accounting and Reporting System (MMARS). We also selected a judgmental sample of 10 employees from MMARS and traced the information to personnel files.” (p. 6)
- Division of Capital Asset Management and Maintenance, 2021-0025-3S (Issued February 23, 2022)—OSA reviewed employee personnel files to determine whether employees had cybersecurity awareness training certificates on file.
- Department of Industrial Accidents, 2019-0222-3S (Issued March 23, 2021)—“We examined that employee’s personnel file to determine whether the employee had been approved for, and received, a flextime schedule.” (p. 17)
- Greater Springfield Senior Services, Inc., 2019-4604-3C (Issued September 4, 2019)—“Additionally, we randomly selected 10 employees from the list obtained from APS, as well as their personnel files, and documented their dates of hire. . . we tested the entire population of 15 Protective Services Unit employees hired during the audit period by reviewing the 15 employee personnel files.” (p. 15)

- Worcester County Sheriff's Office, 2018-1432-3J (Issued March 11, 2019)—“We selected a nonstatistical judgmental sample of 33 SSTA records and determined whether information in SSTA matched information in hardcopy employee personnel files. We also selected a nonstatistical judgmental sample of 32 employee personnel files and traced information in the personnel files to SSTA for agreement.” (p. 9)
- And lastly, State Auditor Joseph DeNucci's audit of the General Court (House of Representatives), addressed to Speaker Flaherty and ironically conducted at the request of the then-Attorney General, “Overpayments to a Court Officer” (issued January 15, 1992), was entirely focused on reviewing personnel records. Specifically, “We reviewed documentation maintained by these agencies with respect to time and attendance, salary payments, accident reports, appeal reports, and related files.”

Had our office not been able to access personnel records in connection with our 1992 audit of the General Court (House of Representatives), which identified fraud, or in connection with any of the other audits listed above, our attempt to provide oversight would have been rendered meaningless.

Indeed, our review of personnel files for Massport uncovered an additional 7 settlement agreements that Massport failed to report to us. We would not have identified that these additional agreements existed had we not sought to verify Massport's claims. This underscores the need for our access to verify and validate data provided to us by auditees, i.e., conduct actual audits and not just rely on testimonials.

The recently publicized circumstance involving a now-former state employee with a criminal history, who has been arrested and faces serious charges related to criminal activities allegedly conducted on and at the job in the Governor's western Massachusetts office, underscores the need for access to personnel records to ensure proper oversight and compliance with all applicable laws, regulations, policies, and best practices. Under GOV's, AGO's, and Massport's misinterpretation of the law, bad actors across our state government would be entitled to block statutorily authorized reviews of their personnel files by state oversight entities anytime they feared such a review might reveal misconduct. It is critical for oversight and the public's faith in government that potential bad actors not be provided the opportunity to prevent appropriate accountability through false application of FIPA at the expense of the taxpaying public.

## APPENDIX A

### Settlement Agreements and Confidentiality Clauses

This table is a compilation of selected attributes analyzed across 263 employee settlement agreements.<sup>14</sup> The Office of the State Auditor (OSA) Description of Settlement column is annotated as “unable to be determined” only in instances where a reporting agency identified a state employee settlement agreement as existing, but OSA did not receive a copy of it. In the Confidentiality or Other Restrictive Language and Clause columns, an entry of “Unknown” reflects instances where OSA was unable to review the settlement agreement. Please note that we use the following abbreviations throughout the table:

- administrative leave (AL)
- Affirmative Action, Equal Opportunity, and Diversity (AAEOD)
- Association of Professional Administrators (APA)
- collective bargaining agreement (CBA)
- Department of Labor Relations (DLR)
- Equal Employment Opportunity Commission (EEOC)
- federal Family and Medical Leave Act (FMLA)
- leave of absence (LOA)
- Massachusetts Commission Against Discrimination (MCAD)
- Massachusetts Paid Family and Medical Leave Act (PFMLA)
- Massachusetts State Colleges Association (MSCA)
- memorandum of agreement (MOA)
- memorandum of understanding (MOU)
- non-union professional (NUP)
- registered nurse (RN).

Note: Near the end of our audit, on January 14, 2026, MassArt made available to us 3 settlement agreements, which included confidentiality language. The information is included in Appendix A. However, given the late timing, we could not update the findings above.

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14. The 263 total records documented in Overview of Audited Entity include 10 records that were identified as arbitration awards by the agencies under review. Supporting documentation was provided by the agencies in response to the audit findings. Arbitration awards are identified under the “Self-Reported Description of Settlement” column as “Payment per arbitration award.”

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Berkshire Community College	2019	\$255	<i>Payment</i>	Resolve grievance to pay a lump sum	<i>Shall not set any precedent between the parties, shall not be introduced in any forum except to enforce its terms.</i>	None
Berkshire Community College	2019	\$0	<i>Resignation</i>	Voluntary resignation; replacement of letters in personnel file with letter of resignation	<i>Acknowledge that all terms and conditions under this Agreement shall remain confidential except as may be required by law, agree not to disparage each other . . . is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	Confidential, non-disparagement
Berkshire Community College	2020	\$0	<i>Performance evaluation</i>	Resolve grievance related to alleged unfair evaluation and improvement plan; documentation removed from personnel file	<i>Sets no precedent and shall not be introduced in any form except to enforce its terms.</i>	None
Berkshire Community College	2020	\$0	<i>Remove documents</i>	Resolve any and all disputes related to employment; withdraw any pending grievances, documentation removed from personnel file, approve leave of absence	<i>Acknowledge that all terms and conditions under this Agreement shall remain confidential except as may be required by law, agree not to disparage each other . . . is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	Confidential, non-disparagement
Berkshire Community College	2021	\$0	<i>Resignation</i>	Resolve any and all disputes related to employment; withdraw any pending grievances, including MCAD/EEOC complaint; resignation in lieu of further employment action and limited paid AL	<i>Acknowledge that all terms and conditions under this Agreement shall remain confidential except as may be required by law, agree not to disparage each other . . . is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	Confidential, non-disparagement

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Berkshire Community College	2021	\$57,500	<i>Resignation</i>	Resignation in lieu of non-reappointment decision; resolution of grievances and dismissal of MCAD complaint	<i>Acknowledge that all terms and conditions under this Agreement shall remain confidential except as may be required by law, agree not to disparage each other . . . is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	Confidential, non-disparagement
Berkshire Community College	2021	\$26,250	<i>Resignation</i>	Resolve all matters pertaining to employment and separation; voluntary resignation; lump sum	<i>To extent permitted by law the parties agree that all terms of this agreement shall remain confidential.</i>	Confidential
Berkshire Community College	2023	\$39,015	<i>Resignation</i>	Voluntary resignation in lieu of appointment discontinued; lump sum	<i>Agrees to maintain the confidentiality of all settlement discussions and this agreement . . . is not precedent and may not be introduced in any forum except to enforce its terms.</i>	Confidential
Berkshire Community College	2023	\$750	<i>Payment per arbitrator award</i>	Unable to be determined	Unable to be determined	Unknown
Berkshire Community College	2023	\$750	<i>Payment per arbitrator award</i>	Unable to be determined	Unable to be determined	Unknown
Berkshire Community College	2023	\$750	<i>Payment per arbitrator award</i>	Unable to be determined	Unable to be determined	Unknown
Berkshire Community College	2023	\$750	<i>Payment per arbitrator award</i>	Unable to be determined	Unable to be determined	Unknown



Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Berkshire Community College	2023	\$750	<i>Payment per arbitrator award</i>	Unable to be determined	Unable to be determined	Unknown
Berkshire Community College	2023	\$750	<i>Payment per arbitrator award</i>	Unable to be determined	Unable to be determined	Unknown
Berkshire Community College	2023	\$1,500	<i>Payment per arbitrator award</i>	Unable to be determined	Unable to be determined	Unknown
Berkshire Community College	2023	\$6,200	<i>Payment and resignation</i>	Voluntary resignation for replacement of termination letter in personnel file with letter of resignation; lump sum	<i>Acknowledge that all terms and conditions under this Agreement shall remain confidential except as may be required by law . . . is not a precedent and may not be introduced in any forum except to enforce its terms in future matters between the parties.</i>	Confidential
Bridgewater State University	2019	\$100,000	<i>Resolution of Claims</i>	Resolve all claims in relation to Superior Court litigation, including age discrimination, disability discrimination, and retaliation	None on review	None
Bridgewater State University	2019	\$10,000	<i>Resolution of Claims</i>	Supplemental agreement to resolve outstanding complaints filed with DLR and MCAD with emotional distress payment	<i>None on review</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Bridgewater State University	2019	N/A	<i>Resolution of Grievance</i>	Resolve grievance regarding separation agreement due to concerns related to performance; with CBA required notice and paid AL	<i>Expressly convent and warrant that they will not further disclose discuss or publicize the existence terms or conditions of this agreement.</i>	Not for publication
Bridgewater State University	2020	\$6,769.81	<i>Resolution of Claims</i>	Resolve complaint of wrongful termination of employment contract	<i>Agree to maintain the strictest confidentiality of the terms of this agreement the negotiations and actions subject matters thereof.</i>	Confidential
Bridgewater State University	2020	N/A	<i>Separation</i>	Resolve NUP complaint regarding separation agreement due to concerns related to performance; with NUP required notice and paid AL	<i>Expressly convent and warrant that they will not further disclose, discuss or publicize the existence terms or conditions of this agreement with any member of the media or person or through any social media platform.</i>	Not for publication
Bridgewater State University	2020	\$30,000	<i>Resolution of Grievance</i>	Resolve grievances related to work performance with paid AL and lump sum	<i>Will not further disclose, discuss or publicize existence terms or conditions of the agreement. Classified as personnel record but recognizes it may be deemed a public record.</i>	Not for publication
Bridgewater State University	2021	N/A	<i>Resolution of Grievance</i>	Resolve grievance regarding dispute over documented classroom observation revisions	<i>Shall have no precedential value and shall not be admissible in any forum.</i>	None
Bridgewater State University	2021	\$15,000	<i>Resolution of Grievance</i>	Resolve grievance in non-reappointment decision and allowed to resign	<i>Shall never be admissible as evidence against the University in any present or future suit.</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Bridgewater State University	2021	N/A	<i>Separation</i>	Voluntary retirement in lieu of significant disciplinary action due to alleged misconduct	<i>Agree to keep the terms reasons for and substance of agreement confidential and to refrain from disclosing at any future time, will not at any time disparage, criticize or make any negative comments regarding the University.</i>	Confidential
Bridgewater State University	2023	N/A	<i>Resolution of Grievance</i>	Resolve dispute of grievance challenging sanctions issued as result of EO plan investigation into discriminatory harassment	<i>Shall have no precedential value and shall not be admissible in any forum.</i>	None
Bridgewater State University	2023	\$6,000	<i>Resolution of Claims</i>	Resolve complaint of alleged failure to timely pay certain wages	<i>Wish this matter to remain confidential and expressly convent and warrant that they will not further disclose discuss or publicize the existence terms or conditions of this agreement with any member of the media or person or through any social media platform . . . shall never be admissible as evidence against the University in any present or future suit.</i>	Confidential, not for publication
Bridgewater State University	2023	N/A	<i>Resolution of Grievance</i>	Resolve grievances pertaining to course cancelations and handling of student complaints	<i>Shall have no precedential value and shall not be admissible in any forum.</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Bridgewater State University	2023	\$5,000	<i>Resolution of Claims</i>	Resolve complaint of unfavorable treatment due to military duties and suffered adverse employment action; pay promotion opportunities and leave accrual	<i>Wish this matter to remain confidential and expressly convent and warrant that they will not further disclose discuss or publicize the existence terms or conditions of this agreement with any member of the media or person or through any social media platform . . . shall never be admissible as evidence against the University in any present or future suit.</i>	Confidential, not for publication
Bridgewater State University	2023	N/A	<i>Resolution of Claims</i>	Resolve complaint of unfavorable treatment due to military duties and suffered adverse employment action; pay promotion opportunities and leave accrual	<i>Terms and facts of this agreement are generally confidential.</i>	Confidential
Bridgewater State University	2024	\$10,000	<i>Resolution of Claims</i>	Resolve complaint of alleged claims of disability discrimination, post termination due to alleged performance deficiencies	<i>Wish this matter to remain confidential and expressly convent and warrant that they will not further disclose discuss or publicize the existence terms or conditions of this agreement with any member of the media or person or through any social media platform . . . shall never be admissible as evidence against the University in any present or future suit.</i>	Confidential, not for publication

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Bridgewater State University	2024	N/A	Separation	Resolve grievance of separation agreement allowing resignation in lieu of termination due to concerns related to performance, with CBA required notice and paid AL	<i>wish this matter to remain confidential and expressly convent and warrant that they will not further disclose discuss or publicize the existence terms or conditions of this agreement with any member of the media or person or through any social media platform . . . shall never be admissible as evidence against the University in any present or future suit.</i>	Confidential, not for publication
Bridgewater State University	2024	N/A	Separation	Resolve investigation into personal conduct and safety concerns, medical leave resulting in retirement	<i>Agree that this agreement shall be confidential and that no party shall divulge the terms of this agreement unless required to legally do so . . . shall never be admissible as evidence against the University in any present or future suit.</i>	Confidential
Bridgewater State University	2024	N/A	Separation	Resolve grievance of separation agreement allowing resignation in lieu of termination due to concerns related to performance, with CBA required notice and paid AL	<i>Wish this matter to remain confidential and expressly convent and warrant that they will not further disclose discuss or publicize the existence terms or conditions of this agreement with any member of the media or person or through any social media platform . . . shall never be admissible as evidence against the University in any present or future suit.</i>	Confidential, not for publication

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Bunker Hill Community College	2019	\$100,000	<i>Resignation in lieu of termination</i>	Resolve potential grievance; MCAD/EEOC complaint with resignation in lieu of termination; lump sum	None on review	None
Bunker Hill Community College	2019	\$0	<i>Credited with 8 hours of sick leave</i>	Resolve grievance related to call in vs. sick time vs. inclement weather policy carried over to arbitration with another issue on refusal of work on a different date; made whole on sick time and reprimand removed	<i>Is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	None
Bunker Hill Community College	2019	\$10,000	<i>Resignation in lieu of termination</i>	Resolve grievance related to termination; voluntary resignation in lieu of termination	<i>Is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	None
Bunker Hill Community College	2019	\$115,000	<i>Resignation</i>	Resolve any disputes or potential disputes related to retrenchment of position with resignation, not layoff, and lump sum	<i>Is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	None
Bunker Hill Community College	2019	\$20,000	<i>Resignation in lieu of termination</i>	Resolve any disputes or potential disputes related to unfavorable evaluation, avoiding further disciplinary action, paid AL and lump sum	<i>Is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Bunker Hill Community College	2019	\$47,500	<i>Retirement in lieu of termination</i>	Resolve grievance, arbitration, and union labor relations complaint pertaining to contract breach, unjust discharge; reinstatement, backpay, lump sum, and retirement in lieu of termination	<i>Is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	None
Bunker Hill Community College	2021	\$241.50	<i>Reimburse employee for 1 day</i>	Resolve grievance and arbitration pertaining to 3-day suspension due to work performance issues	<i>Is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	None
Bunker Hill Community College	2021	\$0	<i>Hold harmless [regarding] complaints</i>	Resolve grievance and arbitration pertaining to alleged violation of academic freedom; resolved with hold harmless and consistent use of policies and CBA in the future	<i>Is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	None
Bunker Hill Community College	2020	\$95,000	<i>Resignation in lieu of termination</i>	Resolve any disputes or potential disputes related to non-reappointment and termination with resignation in lieu of termination and lump sum	<i>Is not a precedent and may not be introduced in any forum except to enforce its terms . . . is not a precedent and may not be introduced in any forum except to enforce its terms. . . . Agree not to disparage each other.</i>	Non-disparagement
Bunker Hill Community College	2021	\$20,000	<i>Resignation in lieu of non-reappointment</i>	Resolve grievances related to student complaint; resignation in lieu of non-reappointment; withdrawal of MCAD/EEOC complaint; lump sum	<i>Shall not constitute a precedent between parties, nor introduced by any party in any forum.</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Bunker Hill Community College	2019	\$0	<i>Removal of letter</i>	Resolve all claims or potential claims concerning employment, with resignation in lieu of termination	<i>Shall not be introduced by any party in any forum except to enforce its terms.</i>	None
Bunker Hill Community College	2022	\$0	<i>Removal; replaced with new letter</i>	Resolve grievance regarding student complaints of inappropriate and unprofessional behavior resulting in Title IX investigation; paid leave and reinstatement, letter of reprimand replaced with new letter	<i>Shall not constitute a precedent between parties, nor introduced by any party in any forum.</i>	None
Bunker Hill Community College	2021	\$0	<i>Removal after one year</i>	Resolve grievance regarding letter of discipline pertaining to poor performance; agreed to removal after one year without repeat offense	<i>Shall not set precedent between the parties and shall not be introduced by any party in any forum except to enforce its terms.</i>	None
Bunker Hill Community College	2023	\$111,000	<i>Payment per arbitrator award</i>	Unable to be determined	Unable to be determined	Unknown
Bunker Hill Community College	2023	\$1,500	<i>Payment for course adaptation</i>	Resolve grievance regarding failure to pay for course adaptation	<i>Shall not set precedent between the parties and shall not be introduced by any party in any forum except to enforce its terms.</i>	None



Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Bunker Hill Community College	2023	\$55,000	<i>Resignation in lieu of termination</i>	Resolve resignation in lieu of non-reappointment with NUP-related settlement; lump sum payment	<i>Agrees to maintain the confidentiality of all settlement discussions and this Agreement to the extent required by law. . . . Agree not to make statements or representations that disparage each other . . . is not a precedent and may not be introduced in any forum except to enforce its terms</i>	Confidential, non-disparagement
Bunker Hill Community College	2024	\$1,818	<i>Retroactive pay and rate change going forward</i>	Resolve grievance related to course assignment, with lump sum and future change to pay rate	<i>Is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	None
Bunker Hill Community College	2023	\$4,391	<i>Payment per arbitrator award</i>	Unable to be determined	Unable to be determined	Unknown
Bunker Hill Community College	2023	\$1,875	<i>Payment for course adaptation</i>	Unable to be determined	Unable to be determined	Unknown
Bunker Hill Community College	2023	N/A	<i>Resignation in lieu of termination</i>	Resolve grievance regarding termination; resignation in lieu of termination	<i>Shall not constitute any precedent and shall not be introduced in any forum except to enforce terms.</i>	None
Cape Cod Community College	2019	\$30,000	<i>Claim settlement</i>	Unable to be determined	Unable to be determined	Unknown
Cape Cod Community College	2021	\$3,500	<i>Contract compliance</i>	Resolve MMA regarding retrenchment impact to employment	None on review	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Cape Cod Community College	2022	\$45,000	<i>Claim settlement</i>	Resolve claim pays, Section 36 benefits for medical expenses due to injury on the job	None on review	None
Cape Cod Community College	2022	\$26,000	<i>Separation from the college</i>	Resolves NUP non-reappointment with resignation and lump sum	<i>Agrees to maintain the confidentiality of all settlement discussions and this Agreement and to limit disclosure to his immediate family members, lawyer, accountant, financial advisors, or to the extent required by law, agree not to make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage each other. . . . is not a precedent and may not be introduced in any forum.</i>	Confidential, non-disparagement
Cape Cod Community College	2022	Various	<i>Salary increases for full-time nursing faculty</i>	Resolves Nursing Department salary adjustment for 9 employees	None on review	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Cape Cod Community College	2022	\$85,000	<i>Separation from the college</i>	Resolves NUP non-reappointment with resignation and lump sum	<i>Agrees to maintain the confidentiality of all settlement discussions and this Agreement and to limit disclosure to his immediate family members, lawyer, accountant, financial advisors, or to the extent required by law, agree not to make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage each other . . . is not a precedent and may not be introduced in any forum.</i>	Confidential, non-disparagement
Cape Cod Community College	2023	\$0	<i>Contract compliance</i>	Resolves grievance related to sick leave requests	None on review	None
Cape Cod Community College	2023	\$108,659	<i>Payment per arbitrator award</i>	Unable to be determined	Unable to be determined	Unknown

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Fitchburg State University	2024	\$750	<i>Resolved any and all outstanding disagreements and grievances that have been brought or could be brought by the Union. University pay for employee to maintain hoisting license and be added to overtime list. Employee provided a copy of Notice of Settlement Judgement Tax Reporting Withholdings.</i>	Resolve contractor to employee conversion with payment of licensure	<i>Shall have no precedential value and shall not be admissible in any forum.</i>	None
Fitchburg State University	2024	\$750	<i>Resolved any and all outstanding disagreements and grievances that have been brought or could be brought by the union. University pay for employee to maintain hoisting license and be added to overtime list. Employee provided a copy of "Notice of Settlement Judgement Tax Reporting Withholdings Agreement"</i>	Resolve contractor to employee conversion with payment of licensure	<i>Shall have no precedential value and shall not be admissible in any forum.</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Fitchburg State University	2024	\$500	Employee performing duties related to grant administration. The union and members believe this work is outside the scope of their duties. Employees compensated for the work performed encompassing 6/30/2024–1/4/2025.	Resolve grievance in step 3 to address compensation for work performed beyond job specification	<i>This agreement is not admissible in any other forum other than a proceeding to enforce its terms.</i>	None
Fitchburg State University	2024	\$500	Employee performing duties related to grant administration. The union and members believe this work is outside the scope of their duties. Employees compensated for the work performed encompassing 6/30/2024–1/4/2025.	Resolve grievance to address compensation for work performed beyond job specification	<i>This agreement is not admissible in any other forum other than a proceeding to enforce its terms.</i>	None
Fitchburg State University	2024	\$500	Employee performing duties related to grant administration. The union and members believe this work is outside the scope of their duties. Employees compensated for the work performed encompassing 6/30/2024–1/4/2025.	Resolve grievance to address compensation for work performed beyond job specification	<i>This agreement is not admissible in any other forum other than a proceeding to enforce its terms.</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Fitchburg State University	2024	\$500	Employee performing duties related to grant administration. The union and members believe this work is outside the scope of their duties. Employees compensated for the work performed encompassing 6/30/2024–1/4/2025.	Resolve grievance to address compensation for work performed beyond job specification	<i>This agreement is not admissible in any other forum other than a proceeding to enforce its terms.</i>	None
Fitchburg State University	2024	\$500	Employee performing duties related to grant administration. The union and members believe this work is outside the scope of their duties. Employees compensated for the work performed encompassing 6/30/2024–1/4/2025.	Resolve grievance to address compensation for work performed beyond job specification	<i>This agreement is not admissible in any other forum other than a proceeding to enforce its terms.</i>	None
Fitchburg State University	2023	\$34,000	Employee serving as a temporary faculty member applied for an assistant professor role, full-time tenure track, was not selected for the position. The union and the member believes that he was not provided added consideration per the CBA when they appointed another person . . . The university would pay a lump sum of \$34,000.	Unable to be determined	Unable to be determined	Unknown

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Fitchburg State University	2022	Salary	Employee was placed on LOA from his position as athletics recruiting coordinator and head coach. The employee and union agreed to not file any grievances or unfair labor charges. The agreement notes that the employee would resign effective immediately from his role.	Unable to be determined	Unable to be determined	Unknown
Fitchburg State University	2021	\$0	Employee was offered a promotion to Maintainer II, the offer was rescinded due to an error in the shift bid process. A grievance was filed and it was agreed that he would be granted the promotion.	Unable to be determined	Unable to be determined	Unknown
Fitchburg State University	2020	\$63,381.58	The university phased out Health Services to an external entity . . . employee . . . would be assigned new job responsibilities. Employee resigned from position . . . the university agreed to pay \$68,381.58 as a lump sum.	Unable to be determined	Unable to be determined	Unknown

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Fitchburg State University	2019	Salary	<i>The employee would be removed from his position as a non-union professional. The NUP handbook requires 1 month notice. The employee would retain the title . . . and cease performing their duties . . . Employee received \$16,967.76 in salary during LOA.</i>	Unable to be determined	Unable to be determined	Unknown
Fitchburg State University	2019	Salary	<i>Employee was given a one year terminal contract per the . . . CBA, she was not reappointed. She was assigned an alternative professional responsibility per the CBA . . . She was paid her salary during the year.</i>	Unable to be determined	Unable to be determined	Unknown
Fitchburg State University	2024	\$4,050	<i>Employee performing duties related to grant administration. The union and members believe this work is outside the scope of their duties. Employees compensated for the work performed.</i>	Resolve grievance to address compensation for work performed beyond job specification	<i>This agreement is not admissible in any other forum other than a proceeding to enforce its terms.</i>	None



Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Fitchburg State University	2024	\$500	Employee performing duties related to grant administration. The union and members believe this work is outside the scope of their duties. Employees compensated for the work performed.	Resolve grievance to address compensation for work performed beyond job specification	<i>This agreement is not admissible in any other forum other than a proceeding to enforce its terms.</i>	None
Greenfield Community College	2022	\$0	Removal of documentation from personnel file, employee will resign instead of non-reappointment	Resolve prior grievance while resigning due to non-reappointment 5 months later	<i>Acknowledge that all terms and conditions under this agreement shall remain confidential except as may be required by law, agree not to disparage each other . . . is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	Confidential, non-disparagement
Greenfield Community College	2022	\$1,500	Agreement to pay the course adaptation fee	Resolve grievance pertaining to course payment owed related to COVID-19 policy	<i>Is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	None
Greenfield Community College	2022	\$161,080.42	Back pay 7/1/2020–6/1/2022, removal of document from personnel file, end of employment, and release of claims	Resolve grievance, arbitration, and DLR complaint pertaining to contract breach, unjust discharge, and questionable layoff	<i>Acknowledge that all terms and conditions under this agreement shall remain confidential except as may be required by law, agree not to disparage each other . . . is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	Confidential, non-disparagement

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Greenfield Community College	2022	\$40,000	<i>Resignation from employment and removal of documentation from personnel file, release of claims against the college, and lump sum payment.</i>	Resolve complaint via legal counsel as an NUP issue, in connection with allegations of sexual harassment, assault, discrimination, retaliation, emotional distress, and unlawful discharge	<i>Any and all settlement discussions and this agreement shall remain confidential as between the parties, except as may be required by law, agree not to disparage each other . . . is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	Confidential, non-disparagement
Greenfield Community College	2023	\$0	<i>Email withdrawn with assurance that withdrawn email cannot be used in any disciplinary action</i>	Resolve grievance pertaining to inaccurate and reprimand email related to marketing and request to not be in personnel file	<i>Is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	None
Greenfield Community College	2024	\$0	<i>Reduction in workload to keep normal work schedule to 37.5 hours per week.</i>	Resolve grievance pertaining to excessive hours over contractual workload	<i>None on review</i>	None
Greenfield Community College	2024	\$2,500	<i>Assignment of course in fall 2024, access to college email reinstated, lump sum payment</i>	Resolve grievance pertaining to course cancelation without proper notice; breach of CBA	<i>Is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	None
Greenfield Community College	2024	\$5,807.96	<i>Retroactive reinstatement of tenure and post-tenure salary interval changes, payment of corresponding back pay</i>	Resolve grievance pertaining to retroactive reinstatement of tenure and post-tenure salary interval changes, payment of corresponding back pay	<i>Is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	None
Greenfield Community College	2024	\$96,853	<i>Resolution of claims, lump sum payment, voluntary resignation, removal of non-reappointment letter from personnel file</i>	Resolve grievance, MCAD/EEOC complaint of wrongful non-reappointment, discrimination based on race, color, and disability	<i>Is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Greenfield Community College	2024	\$144,000	<i>Resignation from employment, removal of documentation from personnel file, release of claims against the college, lump sum payment</i>	Resolve complaint via legal counsel as a NUP issue, interference with rights under the PFMLA and FMLA; retaliation; discrimination and retaliation on the basis of disability	<i>Any and all settlement discussions and this agreement shall remain confidential as between the parties, except as may be required by law . . . is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	Confidential
Massachusetts College of Art and Design	2019	\$34,000	<i>Resolution of EO matter</i>	Resolve pending grievance, complaints, and MCAD/EEOC complaint related to discrimination on the basis of race and color; lump sum	<i>Agree that they shall keep this Agreement including its terms and negotiation confidential except as may be required by law . . . is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	Confidential
Massachusetts College of Art and Design	2019	\$85,000	<i>Resolution of EO matter</i>	Resolve complaints of sexual harassment and discrimination filed with MCAD/EEOC; awarded a lump sum payment and withdrawal of all complaints	<i>Agree that they shall keep this Agreement including its terms and negotiation confidential except as may be required by law . . . shall not constitute any precedent and shall not be introduced in any forum/</i>	Confidential
Massachusetts College of Art and Design	2020	\$7,336	<i>Challenge of employer's revocation of the employee's contract</i>	Resolve grievance related to unfair labor practice charge of wrongful discharge with serious reports of inappropriate and unprofessional conduct	<i>Is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts College of Art and Design	2021	\$62,768.33	<i>Resolution of grievance matters</i>	Resolution of grievances regarding wrongful termination; removal of term letter from personnel file and replacement with resignation letter; lump sum	<i>Acknowledge that all terms and conditions under this agreement shall remain confidential except as may be required by law . . . is not a precedent and may not be introduced in any forum except to enforce its terms.</i>	Confidential
Massachusetts College of Art and Design	2021	\$0	<i>Resolution of grievance matter</i>	Resolve grievance related to demotion	<i>Shall have no precedential value and shall not be admissible in any forum, except as may be necessary to enforce the terms herein.</i>	None
Massachusetts College of Art and Design	2019	\$0	<i>Resolution of grievance matter</i>	Resolve grievance with resignation in lieu of termination and withdrawal of grievance	None on review	None
Massachusetts College of Art and Design	2021	\$7,800	<i>Resolution of grievance matter</i>	Resolve grievance regarding compensation rate; lump sum payment	<i>Shall not constitute any precedent and shall not be introduced in any forum except to enforce terms.</i>	None
Massachusetts College of Art and Design	2020	\$65,000	<i>Resolution of EO matter</i>	Resolution of employment issue; voluntary resignation in lieu of termination proceedings in relation to AAEO Plan complaint and investigation into allegations sexual harassment, discriminatory hiring, and a hostile work environment; lump sum	<i>Acknowledge that all terms and conditions under this agreement shall remain confidential except as may be required by law, is not precedent and may not be introduced in any forum except to enforce its terms.</i>	Confidential

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts College of Art and Design	2020	\$57,621	<i>Resolution of grievance matters</i>	Resolution of grievance regarding termination resulting from AAEP Plan complaint and investigation of discriminatory conduct; resignation in lieu of termination; lump sum	<i>Acknowledge that all terms and conditions under this agreement shall remain confidential except as may be required by law, is not precedent and may not be introduced in any forum except to enforce its terms.</i>	Confidential
Massachusetts College of Art and Design	2019	\$0	<i>Leave pending resolution of employee performance concerns</i>	Resolution of an internal employment issue and alleged misconduct; placed on AL during investigation	Unable to be determined	Unknown
Massachusetts College of Art and Design	2019	\$0	<i>Leave pending resolution of employee performance concerns</i>	Unable to be determined	Unable to be determined	Unknown
Massachusetts College of Art and Design	2023	\$45,000	<i>Resolution of EO matter</i>	Resolve internal complaint (NUP) with AAEPD plan alleging discrimination	<i>Confidential—wish this matter to remain confidential, will not further disclose, discuss or publicize the existence, terms or conditions of, will not publicize or share with member of the media or through social media platform. shall never be admissible as evidence against the College in any present or future suit.</i>	Confidential, not for publication

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts College of Art and Design	2023	\$60,000	Resolution of EO matter	Resolve grievance with EOD and AAP alleging harassment, discrimination and retaliation	<i>Confidential—wish this matter to remain confidential, will not further disclose, discuss or publicize the existence, terms or conditions of, will not publicize or share with member of the media or through social media platform. shall never be admissible as evidence against the College in any present or future suit.</i>	Confidential, not for publication
Massachusetts College of Art and Design	2023	\$0	Settlement of EO matter and ULP	Resolve grievance and charge filed with DLR	<i>Confidential—wish this matter to remain confidential, will not further disclose, discuss or publicize the existence, terms or conditions of, will not publicize or share with member of the media or through social media platform. shall never be admissible as evidence against the College in any present or future suit.</i>	Confidential, not for publication

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts College of Art and Design* <sup>15</sup>	2019	\$111,150		Separation of employment	<i>Both parties agree not to disclose, discuss, or publicize the existence, terms or conditions of this Agreement, the substance of the agreements or inducements to enter into this Agreement except in accordance with a lawful request or required in the ordinary course of the College's business . . . Additionally, both parties agree not to disparage the other.</i>	Confidential; non-disparagement
Massachusetts College of Art and Design*	2021	\$119,385		Full resolution of all matters pertaining to termination of employment	<i>The parties acknowledge that all terms and conditions under this Agreement shall remain confidential except as may be required by law.</i>	Confidential

15. Near the end of our audit, on January 14, 2026, MassArt made available to us 3 settlement agreements, which included confidentiality language. The information is included in Appendix A. However, given the late timing, we could not update the findings above.

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts College of Art and Design*	2022	\$56,498		Termination due to restructuring by new administration	<i>The Parties wish this matter to remain confidential to the extent permitted by law. . . . they will not further disclose, discuss, or publicize the existence, terms, or conditions of this Agreement, the substance of the agreements or inducements to enter into this Agreement to any member of the media, to any person or party, or through any social media platform, except in accordance with a lawful request or legal process.</i>	Confidential
Massachusetts College of Liberal Arts	2019	\$3,500	<i>Resolution of grievance regarding employee not being selected for a position. In AFSCME MOU agreed to provide grievant with one-time lump sum payment of \$3,500.00.</i>	Resolve grievance pertaining to non-selection for a sought position	<i>The parties agree that the terms and conditions of this agreement are to remain confidential . . . is prohibited from discussing this matter with anyone other than her union representatives or family members . . . shall not have any precedential value with regard to any other matter.</i>	Confidential



Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts College of Liberal Arts	2019	\$116,500 to employee, plus \$58,500 to attorney\$175,000	<i>Resolution of MCAD claim; lump sum payment of \$175,000; restored 42 vacation, 33 personal, and 24 sick leave hours.</i>	Resolve MCAD complaint of gender discrimination, sexual harassment, bullying, and retaliation	<i>Confidentiality and Non-Disparagement. Except in accordance with a lawful request or legal process, neither Party will disclose, characterize comment on or in any sense convey or reveal the nature or content of this agreement. agree that neither will disparage the other. Shall never be admissible as evidence against the college in any present or future suit.</i>	Confidential, non-disparagement
Massachusetts College of Liberal Arts	2019	\$14,639	<i>APA grievance about amount of payout of vacation time to departing APA member. College determined 480 hours; APA argued for 627.691 hours. College agreed in MOU with the APA to pay employee full accrued vacation leave credit balance of 627.691 hours.</i>	Resolve accrued vacation balance payout amount upon termination	<i>Shall have no precedential values and shall not be admissible in any forum.</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts College of Liberal Arts	2020	N/A	<i>Per Settlement Agreement and Release, Employee was allowed to resign and was placed on paid administrative leave for 3+ months. Continued benefits but not time accrual. Continued tuition benefit through that semester. Annual salary was \$79,070.40.</i>	Resolve termination due to poor evaluation performance entitled to notice period before separation per CBA	<i>Confidentiality . . . wish this matter to remain confidential and: expressly covenant and warrant that they will not further disclose, discuss, or publicize the existence, terms or conditions . . . to any member of the media, person party through any social media platform . . . shall never be admissible as evidence against the College in any present or future suit.</i>	Confidential, not for publication
Massachusetts College of Liberal Arts	2020	N/A	<i>Per MOU with MSCA and employee, in lieu of termination, employee was suspended without pay for 13 weeks for dishonesty in research and neglect of professional duty.</i>	Resolve grievance related to avoiding termination and resulting in suspended without pay for 13 weeks for dishonesty in research and neglect of professional duty	<i>Confidentiality . . . wish this matter to remain confidential and: expressly covenant and warrant that they will not further disclose, discuss, or publicize the existence, terms or conditions . . . to any member of the media, person party through any social media platform . . . shall never be admissible as evidence against the College in any present or future suit.</i>	Confidential, not for publication

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts College of Liberal Arts	2021	N/A	<i>NUP's position was eliminated; they received 6 months paid leave per NUP benefits. For separation Agreement and Release, they were given additional month of paid leave. They remained on insurance, were eligible for tuition remission and for retroactive fiscal year 2021 and 2022 pay increases, should they occur. Did not accrue leave during that period. Annual salary was \$51,425.00.</i>	Resolve complaint of position elimination NUP requires employee received paid notice based on tenure	<i>Confidentiality . . . wish this matter to remain confidential and: expressly covenant and warrant that they will not further disclose, discuss, or publicize the existence, terms or conditions . . . to any member of the media, person party through any social media platform . . . shall never be admissible as evidence against the College in any present or future suit.</i>	Confidential, not for publication
Massachusetts College of Liberal Arts	2022	\$16,684 to employee and \$1,000 to attorney\$17,684	<i>Resolution of allegation that termination for just cause violated Massachusetts Wage Act and federal and state discrimination laws; paid lump sum of \$17,684.00.</i>	Resolve complaint NUP regarding alleged claim of wage and discrimination	<i>Confidentiality . . . wish this matter to remain confidential and: expressly covenant and warrant that they will not further disclose, discuss, or publicize the existence, terms or conditions . . . to any member of the media, person party through any social media platform . . . shall not make any statements disparaging the college: shall never be admissible as evidence against the College in any present or future suit.</i>	Confidential, not for publication, non-disparagement

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts College of Liberal Arts	2022	\$10,000	<i>Resolution of grievance alleging termination that was done for performance issues was a violation of CBA and whistleblower retaliation. Per Settlement Agreement and Release, employee allowed to resign and received a \$10,000.00 lump sum payment.</i>	Resolve grievance regarding evaluation and termination in of violation of CBA and whistleblower retaliation; resignation in lieu of termination and lump sum	<i>Confidentiality . . . wish this matter to remain confidential and: expressly covenant and warrant that they will not further disclose, discuss, or publicize the existence, terms or conditions . . . to any member of the media, person party through any social media platform . . . shall never be admissible as evidence against the College in any present or future suit.</i>	Confidential, not for publication
Massachusetts College of Liberal Arts	2023	\$15,5910.92	<i>Resignation, placed on paid administrative leave for 4 months and lump sum payment</i>	Reorganization caused position elimination, NUP Handbook requires employee received paid notice based on tenure	<i>Confidentiality . . . wish this matter to remain confidential and: expressly covenant and warrant that they will not further disclose, discuss, or publicize the existence, terms or conditions . . . to any member of the media, person party through any social media platform . . . shall never be admissible as evidence against the College in any present or future suit.</i>	Confidential, not for publication
Massachusetts College of Liberal Arts	2024	N/A	<i>Resolved grievances and, in lieu of termination, employee was suspended for 15 business days; required to attend training</i>	Resolve grievances and in lieu of termination, employee was suspended for 15 business days; following investigation's finding of inappropriate and unprofessional conduct	<i>Shall never be admissible as evidence against the College in any present or future suit.</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts Commission Against Discrimination	2019	N/A	<i>Separation agreement</i>	Settle in a mutually agreed manner all claims known and unknown with voluntary resignation; removal of suspension letter from personnel file	<i>Agreement not for publication</i>	Not for publication
Massachusetts Commission Against Discrimination	2019	\$475,000	<i>Office of the Attorney General settlement on behalf of MCAD</i>	To settle and resolve any and all differences among them, including, but not limited to, the Superior Court litigation and MCAD/EEOC claim with lump sum	<i>Document disclosure: may be subject to public disclosure pursuant to [Chapter 66 of the Massachusetts General Laws] . . . placed in personnel file.</i>	None
Massachusetts Maritime Academy	2019	\$3,454	<i>Employee awarded compensation for 2.0 credits</i>	Resolve grievance related to removal from course due to alleged complaints not communicated from prior classes	None on review	None
Massachusetts Maritime Academy	2020	\$787	<i>Employee awarded 1.75 hours of sick leave.</i>	Resolve grievance related to sick time pay used in COVID-19-related issue	None on review	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts Maritime Academy	2021	\$489.47	Employee was reimbursed for 2-day suspension and discipline letters held in abeyance.	Resolve grievance related to MCAD/EEOC complaint regarding allegations of discrimination on the basis of race and color	<i>The Parties [wish] this matter to remain confidential: expressly covenant and warrant that they will not disclose, discuss, or publicize the existence, terms or conditions of this Agreement, the substance of the agreements or inducements to enter into this Agreement, or the events that transpired between the Parties prior to the execution of this Agreement to any member of the media, to any person or party, or through any social media platform. mutual non-disparagement: both shall not engage in any conduct or make any statements that are critical or disparaging. . . . Shall never be admissible as evidence against the Academy in any present or future suit.</i>	Confidential, not for publication, non-disparagement

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts Maritime Academy	2022	\$48,800	Employee remained on payroll 10/9/2022–2/27/2023 at salary of \$125,622.89	Resolve grievance related to internal investigation based on complaint related to employee’s conduct; AL and resignation; termination of internal investigation without findings	<i>The Parties [wish] this matter to remain confidential: expressly covenant and warrant that they will not disclose, discuss, or publicize the existence, terms or conditions of this Agreement, the substance of the agreements or inducements to enter into this Agreement, or the events that transpired between the Parties prior to the execution of this Agreement to any member of the media, to any person or party, or through any social media platform. mutual non-disparagement: both shall not engage in any conduct or make any statements that are critical or disparaging. . . . Shall never be admissible as evidence against the Academy in any present or future suit.</i>	Confidential, not for publication, non-disparagement

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts Maritime Academy	2024	\$94,9376.60	Employee was terminated in accordance with CBA, withdrew active union grievance, withdrew DLR prohibited practice charge	Resolution of grievances and DLR complaint; resignation in lieu of termination as a result of failure to meet core responsibilities of position	<i>The Parties [wish] this matter to remain confidential: expressly covenant and warrant that they will not disclose, discuss, or publicize the existence, terms or conditions of this Agreement, the substance of the agreements or inducements to enter into this Agreement, or the events that transpired between the Parties prior to the execution of this Agreement to any member of the media, to any person or party, or through any social media platform. mutual non-disparagement: both shall not engage in any conduct or make any statements that are critical or disparaging. . . . Shall never be admissible as evidence against the Academy in any present or future suit.</i>	Confidential, not for publication, non-disparagement



Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts Maritime Academy	2024	\$10,816	<i>Employee was terminated in accordance with CBA.</i>	Termination and release due to his failure to meet the core responsibilities of his position as a result of a traffic accident	<i>The Parties [wish] this matter to remain confidential: expressly covenant and warrant that they will not further disclose, discuss, or publicize the existence, terms or conditions of this Agreement. shall keep confidential any information protected from disclosure by state or federal law that he learned through his employment with the Academy. mutual non-disparagement both shall not make any disparaging statements regarding any person or party to this agreement.</i>	Confidential, not for publication, non-disparagement
Massachusetts Port Authority	2020	\$95,000	<i>Settlement agreement and general release</i>	To settle and dismiss civil action lawsuit, including alleged sex/gender discrimination, disability discrimination, sexual orientation discrimination, sexual harassment, and retaliation	<i>Agrees that . . . shall keep confidential and not disclose the terms and conditions of this agreement, except as may be required by law by duly constituted governmental body. Agree may be subject to disclosure pursuant to the [Massachusetts] public records act [Chapter 66 of the General Laws].</i>	Confidential

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts Port Authority	2022	\$1,375,000	<i>Settlement agreement and general release</i>	To resolve the disputed claims of unlawful discrimination, including gender-based denial of promotion and professional development, failure to pay equivalent compensation, disparate treatment in investigation of complaints, failure to investigate the employee's claims of discrimination, disparate treatment based on the employee's disability, and publication of false statements damaging the employee's reputation	<i>Agrees that . . . shall keep confidential and not disclose the terms and conditions of this agreement, except as may be required by law by duly constituted governmental body. Agree may be subject to disclosure pursuant to the [Massachusetts] public records act [Chapter 66 of the General Laws].</i>	Confidential, Non-disparagement
Massachusetts Port Authority	2023	\$40,452	<i>Separation agreement and waiver of rights</i>	Termination without cause rescind MCAD/EEOC claim, continuation of salary and lump sum	<i>Agrees that . . . shall keep confidential and not disclose the terms and conditions of this agreement, except as may be required by law by duly constituted governmental body. Agree may be subject to disclosure pursuant to the [Massachusetts] public records act [Chapter 66 of the General Laws].</i>	Confidential
Massachusetts Port Authority	2024	\$22,500	<i>Settlement agreement and general release</i>	Agreement to dismiss MCAD/EEOC complaint and resolve their disputes for lump sum	<i>Agree may be subject to disclosure pursuant to the [Massachusetts] public records act [Chapter 66 of the General Laws].</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts Port Authority	2024	\$22,3087.69		Separation without cause	<i>Shall not make, orally or in writing, any false, disparaging, or derogatory statements concerning Massport or officers. Agree . . . may be subject to disclosure pursuant to the [Massachusetts] public records act [Chapter 66 of the General Laws]. This non-disparagement provision may constitute a waiver of rights, and agrees that waiver of such rights is knowing and voluntary.</i>	Non-disparagement
Massachusetts Port Authority	2021	\$22,7210.70		Separation pursuant to COVID-19 sustainability workforce plan	None on review	None
Massachusetts Port Authority	2023	\$0		Compromise settlement due to probationary employee violation of attendance policy and CBA	None on review	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts Port Authority	2019	\$19,270.29		Separation without cause	<i>Shall keep confidential and not disclose the terms and conditions of this agreement: shall not make, orally or in writing, any false, disparaging, or derogatory statements concerning Massport or officers. Agree . . . may be subject to disclosure pursuant to the [Massachusetts] public records act [Chapter 66 of the General Laws]. This non-disparagement provision may constitute a waiver of rights, and agrees that waiver of such rights is knowing and voluntary.</i>	Confidential, non-disparagement
Massachusetts Port Authority	2020	\$0		Grievance breach of CBA and position requirement of a valid hoisting license; conversion from termination to unpaid suspension served	None on review	None
Massachusetts Port Authority	2021	\$14,482.37		Separation pursuant to COVID-19 sustainability workforce plan	None on review	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Massachusetts Port Authority	2019	\$61,064		Separation without cause	<i>Shall keep confidential and not disclose the terms and conditions of this agreement: shall not make, orally or in writing, any false, disparaging, or derogatory statements concerning Massport or officers. Agree may be subject to disclosure pursuant to the [Massachusetts] public records act [Chapter 66 of the General Laws]. This non-disparagement provision may constitute a waiver of rights, and agrees that waiver of such rights is knowing and voluntary.</i>	Confidential, non-disparagement
Middlesex Community College	2019	\$4,000	<i>Pay adjunct faculty lump sum and withdraw arbitration</i>	Grievance	<i>Shall not constitute any precedent nor shall be introduced in any forum.</i>	None
Middlesex Community College	2020	\$0	<i>Adjusted seniority years in education</i>	Grievance	<i>None on review</i>	None
Middlesex Community College	2022	\$450	<i>At the Step One grievance hearing, the College provided \$225 for two courses that were canceled after the prescribed deadline in the contract</i>	Resolve grievance step 1 decision COVID-19 reasonable accommodation, lump sum	<i>None on review</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Middlesex Community College	2022	\$0 settlement	Moved all current full-time nursing faculty to Column H on salary grid to make salaries more competitive	MOU addressing market salary adjustment for RNs	Shall not set precedent between the parties, nor shall be referenced by any party, in any forum.	None
Middlesex Community College	2022	\$0 settlement	Moved all current full-time nursing faculty to Column H on salary grid to make salaries more competitive	MOU addressing market salary adjustment for RNs	Shall not set precedent between the parties, nor shall be referenced by any party, in any forum.	None
Middlesex Community College	2022	\$0 settlement	Moved all current full-time nursing faculty to Column H on salary grid to make salaries more competitive	MOU addressing market salary adjustment for RNs	Shall not set precedent between the parties, nor shall be referenced by any party, in any forum.	None
Middlesex Community College	2022	\$0 settlement	Moved all current full-time nursing faculty to Column H on salary grid to make salaries more competitive	MOU addressing market salary adjustment for RNs	Shall not set precedent between the parties, nor shall be referenced by any party, in any forum.	None
Middlesex Community College	2022	\$0 settlement	Moved all current full-time nursing faculty to Column H on salary grid to make salaries more competitive	MOU addressing market salary adjustment for RNs	Shall not set precedent between the parties, nor shall be referenced by any party, in any forum.	None
Middlesex Community College	2022	\$0 settlement	Moved all current full-time nursing faculty to Column H on salary grid to make salaries more competitive	MOU addressing market salary adjustment for RNs	Shall not set precedent between the parties, nor shall be referenced by any party, in any forum.	None
Middlesex Community College	2022	\$0 settlement	Moved all current full-time nursing faculty to Column H on salary grid to make salaries more competitive	MOU addressing market salary adjustment for RNs	Shall not set precedent between the parties, nor shall be referenced by any party, in any forum.	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Middlesex Community College	2022	\$0 settlement	<i>Moved all current full-time nursing faculty to Column H on salary grid to make salaries more competitive</i>	MOU addressing market salary adjustment for RNs	<i>Shall not set precedent between the parties, nor shall be referenced by any party, in any forum.</i>	None
Middlesex Community College	2022	\$0 settlement	<i>Moved all current full-time nursing faculty to Column H on salary grid to make salaries more competitive</i>	MOU addressing market salary adjustment for RNs	<i>Shall not set precedent between the parties, nor shall be referenced by any party, in any forum.</i>	None
Middlesex Community College	2022	\$0 settlement	<i>Moved all current full-time nursing faculty to Column H on salary grid to make salaries more competitive</i>	MOU addressing market salary adjustment for RNs	<i>Shall not set precedent between the parties, nor shall be referenced by any party, in any forum.</i>	None
Middlesex Community College	2022	\$1,500	<i>MOA signed providing adjunct would be allowed to resign</i>	Resolve grievance regarding non-reappointment resulting in voluntary resignation	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Middlesex Community College	2022	\$1,500	<i>College paid grievant \$1,500 per MOA for adapting course for online learning</i>	Resolve grievance resulting from course assignments	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Middlesex Community College	2023	\$30,000	<i>Grievant withdrew arbitration and case settled</i>	Resolve grievance for wrongful termination and denial of sick leave extension related to COVID-19	<i>Shall not constitute any precedent and shall not be introduced in any forum.</i>	None
Middlesex Community College	2023	\$0	<i>College allowed employee to return to work subsequent to the removal of the COVID-19 vaccine mandate</i>	Resolve grievance with voluntary resignation in lieu of termination	<i>Prior requests for reasonable accommodations remain confidential personnel documents . . . is not a precedent and may not be introduced in any forum.</i>	Confidential

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Middlesex Community College	2023	\$35,160	<i>College paid grievant lump sum payment and allowed grievant to return to work in return for grievant withdrawal of all discrimination complaints at MCAD</i>	Resolve grievance and MCAD complaint for COVID-19 reasonable accommodation	<i>Shall not set precedent between the parties, nor shall be introduced by any party, in any forum.</i>	None
Middlesex Community College	2023	N/A	<i>Informal resolution of the parties</i>	Informal resolution of alleged misconduct under AAEO plan	<i>None on review</i>	None
Middlesex Community College	2024	\$3,463.77	<i>Corrected current employee salary</i>	Resolve grievance regarding posting and hiring salaries	<i>Shall not set precedent in any other matter and may not be introduced in any forum.</i>	None
Middlesex Community College	2024	\$0	<i>College agreed to release employee up to 180 hours per academic year to work as committee chairperson</i>	MOU addressing hours worked in relation to taking on FSA chairperson role	<i>Shall not create a precedent and shall not be introduced in any forum.</i>	None
Middlesex Community College	2024	\$0	<i>College agreed to release employee up to 180 hours per academic year to work as union president</i>	MOU addressing hours worked in relation to taking on Middlesex Community College chapter president role	<i>Shall not create a precedent and shall not be introduced in any forum.</i>	None
Middlesex Community College	2024	\$7,294.28	<i>College paid former employee owed salary increase</i>	Complaint NUP relating to salary	<i>Shall not constitute any precedent and shall not be introduced in any forum.</i>	None
Middlesex Community College	2024	\$0	<i>Employee allowed to return to previous position</i>	MOU addressing full-time appointment	<i>Shall not create a precedent and shall not be introduced in any forum.</i>	None
Office of the Attorney General	2021	\$6,425.77	<i>Separation agreement</i>	Mutually agreed separation of employment and settlement	None on review	None



Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Office of the Attorney General	2021	\$13,1965.52	<i>Separation agreement</i>	Mutually agreed resignation of employment due to medical condition exacerbated by COVID-19 and settlement	None on review	None
Office of the Attorney General	2022	\$8,728.13	<i>Separation agreement</i>	Mutually agreed separation of employment and settlement	None on review	None
Office of the Attorney General	2024	\$11,0587.56	<i>Separation agreement</i>	Mutually agreed separation of employment and settlement	None on review	None
Office of the Attorney General	2024	\$51,977.12	<i>Separation agreement</i>	Mutually agreed separation of employment and settlement and resolution of all possible disputes, including claims under M.G.L. c. 151B and other anti-discrimination laws	None on review	None
Office of the Attorney General	2024	\$9,0687.64	<i>Separation agreement</i>	Mutually agreed separation of employment and settlement	None on review	None
Office of the Attorney General	2023	\$18,191.33	<i>Separation agreement</i>	Amicable separation of employment and settlement	None on review	None
Office of the Attorney General	2024	\$33,0976.87	<i>Separation agreement</i>	Amicable separation of employment and settlement	None on review	None
Office of the Attorney General	2024	\$42,3165.60	<i>Separation agreement</i>	Amicable separation of employment and settlement	None on review	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Office of the Attorney General	2024	\$2,2854.62	<i>Separation agreement</i>	Amicable separation of employment and settlement	None on review	None
Office of the Commissioner of Probation	2024	\$413.43	<i>Return of pay for one day suspension</i>	Resolve grievance related to lost pay due to suspension, not for discipline purposes but will be retained in personnel file	None on review	None
Office of the Commissioner of Probation	2020	\$3,911.27	<i>Comp for higher level performance</i>	Resolve grievance and trial court concern of not being compensated for additional duties assigned	None on review	None
Office of the Commissioner of Probation	2022	\$20,000.00	<i>Comp for out of grade work</i>	Resolve grievance related to working above pay grade with lump sum	None on review	None
Office of the Commissioner of Probation	2022	\$32,500.00	<i>Damages</i>	Resolve grievance and MCAD complaint regarding discrimination and retaliation with lump sum	None on review	None
Office of the Commissioner of Probation	2023	7.5 hours comp time	<i>7.5 hours comp time</i>	Settle outstanding matters related to compensatory time due	<i>Sets no precedent and is not admissible by either party in any forum.</i>	None
Office of the Inspector General	2024	\$93,069.23	<i>Agreement to reach an amicable separation of employee from employer</i>	Complaint was recorded as verbal; mutually agreed separation of employee from employment and desire to settle fully and finally any differences	<i>NON-DISPARAGEMENT. Will not make any statements that disparage the business or reputation of the OIG.</i>	Non-disparagement

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Roxbury Community College	2019	\$1,000	MOA	Resolve grievance voluntary resignation	<i>Is not a precedent and may not be introduced in any forum . . . agree not to disparage each other either directly or through and 3rd parties.</i>	None
Roxbury Community College	2019	\$0	MOA	Employment action retrenchment	<i>All settlement discussions and this agreement shall remain confidential except as may be required by law. Parties agree not to disparage each other . . . is not a precedent and may not be introduced in any forum.</i>	Confidential, non-disparagement
Roxbury Community College	2019	\$0	MOA	Resolve grievance related to seniority list	None on review	None
Roxbury Community College	2019	\$0	MOA	Resolve grievance related to suspect classroom observation	<i>Shall not constitute a precedent.</i>	None
Roxbury Community College	2019	\$6,000	Settlement	Resolve grievance employment separation	<i>Shall not constitute a precedent between parties, nor introduced by any party in any forum.</i>	None
Roxbury Community College	2019	\$845	MOA	Resolve grievance post tenure evaluation	<i>Shall not constitute precedent nor be introduced or otherwise referenced by an party.</i>	None
Roxbury Community College	2020	\$0	NA	Resolve grievance revise summary evaluation	None on review	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Roxbury Community College	2021	\$3,566	MOA	Resolve grievance	<i>Shall not constitute a precedent between parties, nor introduced by any party in any forum.</i>	None
Roxbury Community College	2021	\$0	NA	Resolve grievance regarding document in personnel file	<i>Shall not constitute any precedent and shall not be introduced in any forum.</i>	None
Roxbury Community College	2022	\$74,000	Settlement	In lieu of discontinuation of their appointment, the employee resigned from their position; resolved complaint in accordance with NUP regarding employment separation	<i>Wish this matter to remain confidential to the extent permitted by law and will not further disclose, discuss, or publicize the existence, terms or conditions; to any person or party, or through any social media platform. . . . Agrees not to disparage the college and mutual on part of College . . . shall never be admissible as evidence against the Commonwealth.</i>	Confidential, not for publication, non-disparagement
Roxbury Community College	2022	\$0	MOA	Resolve grievances in relation to course assignments	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Roxbury Community College	2022	\$175,000	Settlement	Resolve complaint NUP regarding employment separation due to non-reappointment	<i>Wish this matter to remain confidential to the extent permitted by law and will not further disclose, discuss, or publicize the existence, terms or conditions; to any person or party, or through any social media platform . . . shall never be admissible as evidence against the Commonwealth.</i>	Confidential, not for publication

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Roxbury Community College	2023	\$2,800	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$1,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$1,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$1,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$1,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$1,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$1,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$2,000	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$3,500	Pay	Unable to be determined	Unable to be determined	Unknown

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Roxbury Community College	2024	\$4,000	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$4,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$6,000	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$6,000	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$17,086.26	Pay	Resolve grievance concerning work schedule and compensation	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Roxbury Community College	2024	\$19,688.60	Pay	Resolve grievance concerning work schedule and compensation	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Roxbury Community College	2024	\$21,402.32	Pay	Resolve grievance concerning work schedule and compensation	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Roxbury Community College	2024	\$9,424.93	Pay	Resolve grievance concerning work schedule and compensation	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Roxbury Community College	2024	\$11,447.32	Pay	Resolve grievance concerning work schedule and compensation	<i>Is not a precedent and may not be introduced in any forum.</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Roxbury Community College	2024	\$14,138.81	Pay	Resolve grievance concerning work schedule and compensation	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Roxbury Community College	2024	\$14,930.37	Pay	Resolve grievance concerning work schedule and compensation	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Roxbury Community College	2024	\$15,025.18	Pay	Resolve grievance concerning work schedule and compensation	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Roxbury Community College	2024	\$19,721.08	Pay	Resolve grievance concerning work schedule and compensation	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Roxbury Community College	2024	\$1,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$3,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$15,346.02	Pay	Resolve grievance concerning work schedule and compensation	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Roxbury Community College	2024	\$8,698.97	Pay	Resolve grievance concerning work schedule and compensation	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Roxbury Community College	2024	\$16,198.76	Pay	Resolve grievance concerning work schedule and compensation	<i>Is not a precedent and may not be introduced in any forum.</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Roxbury Community College	2024	\$16,036.20	Pay	Resolve grievance concerning work schedule and compensation	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Roxbury Community College	2024	\$1,053.94	Pay	Resolve grievance concerning work schedule and compensation	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Roxbury Community College	2024	\$12,914.07	Pay	Resolve grievance concerning work schedule and compensation	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Roxbury Community College	2024	\$18,147.79	Pay	Resolve grievance concerning work schedule and compensation	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Roxbury Community College	2024	\$4,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$1,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$1,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$1,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$1,500	Pay	Unable to be determined	Unable to be determined	Unknown



Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Roxbury Community College	2024	\$1,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$2,000	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$2,000	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$2,000	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$3,000	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$3,000	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$3,000	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$4,000	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$6,000	Pay	Unable to be determined	Unable to be determined	Unknown

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Roxbury Community College	2024	\$6,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$7,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$10,500	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2024	\$4,000	Pay	Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2019	\$737		Unable to be determined	Unable to be determined	Unknown
Roxbury Community College	2023	\$65,000		Unable to be determined	Unable to be determined	Unknown
Springfield Technical Community College	2019	\$17,000	Grievance withdrawn	Resolve grievance regarding wrongful termination in exchange for volunteer resignation and lump sum	The parties acknowledge that all terms and conditions under this Agreement and settlement discussions shall remain confidential except as may be required by law . . . is not a precedent and may not be introduced in any forum. The parties agree: not to disparage each other.	Confidential, non-disparagement

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Springfield Technical Community College	2020	\$45,000	<i>Grievance withdrawn</i>	Resolve grievance and MCAD complaint pertaining to failure to reasonably accommodate, disability discrimination, and retaliation with voluntary resignation and lump sum	<i>The parties acknowledge that all terms and conditions under this Agreement shall remain confidential except as may be required by law . . . is not a precedent and may not be introduced in any forum. The parties agree not to disparage each other.</i>	Confidential, non-disparagement
Springfield Technical Community College	2020	\$6,000	<i>Grievance withdrawn</i>	Resolve grievance regarding refusal to offer evening course to professor resulted in voluntary resignation in lieu of non-reappointment letter	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Springfield Technical Community College	2021	\$0	<i>Grievance withdrawn</i>	Resolve grievance regarding letter documenting failure to follow protocol with removal of letter of reprimand from personnel file	<i>Does not set a precedent between the parties and may not be introduced by any party in any forum.</i>	None
Springfield Technical Community College	2022	\$1,500	<i>Grievance withdrawn</i>	Resolve grievance regarding course assignment rescinded and reassigned in 2020, resolved in 2022	<i>Is not a precedent and may not be introduced in any forum.</i>	None
Springfield Technical Community College	2022	\$0	<i>DLR Complaint withdrawn with prejudice</i>	Resolve DLR complaint of letter documenting failure to follow protocol with removal of letter of reprimand from personnel file	<i>Does not set a precedent between the parties and may not be introduced by any party in any forum.</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Springfield Technical Community College	2022	\$52,636	<i>Complaint withdrawn with prejudice</i>	Resolve complaint, NUP and pre-litigation regarding investigation and inaccurate and false claims, resulting in voluntary resignation in lieu of termination, paid leave and lump sum	<i>Agree to maintain the confidentiality of all settlement discussions and this Agreement and to limit disclosure to her immediate family members, lawyer, accountant, financial advisors, or to the extent required by law, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage each other . . . is not a precedent and may not be introduced in any forum.</i>	Confidential, non-disparagement
Springfield Technical Community College	2022	\$42,000	<i>Grievances and complaints withdrawn with prejudice</i>	Resolve grievances and Title IX complaints with voluntary resignation and lump sum	<i>Is not a precedent and may not be introduced in any forum. The parties agree not to disparage each other.</i>	Non-disparagement
Springfield Technical Community College	2022	\$2,000	<i>Grievance withdrawn with prejudice</i>	Resolve grievance regarding dispute over giving course to another when already approved	<i>Does not set a precedent between the parties and may not be introduced by any party in any forum.</i>	None
Springfield Technical Community College	2022	\$60,000	<i>Grievance withdrawn with prejudice</i>	Resolve grievance regarding non-rehire post retrenchment	<i>Shall not set precedent between the parties and may not be introduced by any party in any forum.</i>	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Worcester State University	2022	\$200,000	<i>Backpay, damages, and fees</i>	Resolve complaints of alleged sexual harassment and discriminatory harassment due to race and gender, as well as retaliation.	<i>University Advancement employees and directors agree to not make any voluntary statements, written or oral, or cause or encourage others to make any such statements that defame, disparage or in any way criticize the personal and/or business reputations, practices or conduct of one another. Mutual non-disparagement: both shall not disparage the other party.</i>	Non-disparagement
Worcester State University	2020	N/A	<i>Altered personnel record</i>	Resolve grievance breach of CBA	<i>Confidentiality . . . The parties wish this matter to remain confidential and agree as follows: The Association and the University expressly covenant and warrant that they will not further disclose, discuss, or publicize the existence, terms or conditions of this Agreement . . . Non-precedent: does not establish a precedent with regard to the terms of the CBA.</i>	Confidential, not for publication

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Worcester State University	2019	\$1,164	<i>Pay increase</i>	Resolve grievance breach of CBA	<i>Confidentiality . . . The parties wish this matter to remain confidential and agree as follows: The Association and the University expressly covenant and warrant that they will not further disclose, discuss, or publicize the existence, terms or conditions of this Agreement . . . does not set a precedent concerning the assignment of students to courses.</i>	Confidential, not for publication
Worcester State University	2022	\$39,4998.30	<i>Separation and lump sum payment</i>	Employment separation due to retrenchment and terms stipulated by CBA	<i>Circumstances of the agreement are unique and agree that this shall not constitute precedent, nor will it be introduced by any party in any action or forum.</i>	None
Worcester State University	2022	N/A	<i>Resignation and letter of reference</i>	Agreement regarding voluntary resignation	<i>Confidentiality . . . The parties wish this matter to remain confidential and agree as follows: The Association and the University expressly covenant and warrant that they will not further disclose, discuss, or publicize the existence, terms or conditions of this Agreement . . . is without prejudice or precedent to the position of either party in any future case and may not be introduced into any other proceeding.</i>	Confidential, not for publication

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Worcester State University	2022	\$37,668.26	<i>Separation and lump sum payment</i>	Employment separation due to retrenchment and terms stipulated by CBA	<i>Confidentiality. The Parties expressly covenant and warrant that none will disclose, discuss, or publicize the terms or conditions of this Agreement or the substance of the agreements or inducements to enter into this Agreement. . . . Circumstances of the agreement are unique and agree that this shall not constitute precedent, nor will it be introduced by any party in any action or forum.</i>	Confidential, not for publication
Worcester State University	2019	N/A	<i>Resignation</i>	Employment separation reason not stated, entitled notice pay entitled by CBA with paid leave payroll payout	<i>Circumstances of the agreement are unique and agree that this shall not constitute precedent, nor will it be introduced by any party in any action or forum.</i>	None
Worcester State University	2020	N/A	<i>Separation, remained on leave and no further adverse action</i>	Voluntary resignation and retirement in lieu of pending and potential matters related to further disciplinary action	<i>None will disclose, discuss or publicize the terms or conditions of this agreement or the substance of the agreements or inducements to enter into, neither party shall make any statements concerning employment that are disparagement of the University or individual.</i>	Confidential, not for publication, non-disparagement
Worcester State University	2022	N/A	<i>Eligibility for promotion extended</i>	MOA to extend eligibility period due to illness	None on review	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Worcester State University	2023	\$23,994.23	<i>Separation and lump sum payment</i>	Employment separation, reason not stated; entitled notice pay entitled by CBA with paid leave payroll payout	<i>Circumstances of the agreement are unique and agree that this shall not constitute precedent, nor will it be introduced by any party in any action or forum. . . . Agree not to make statements or cause others to make statements that defame, disparage or in any way criticize each party.</i>	Non-disparagement
Worcester State University	2023	\$98,4232.56	<i>Separation and lump sum payment</i>	Employment separation reason not stated; entitled notice pay entitled by CBA with paid leave payroll payout	<i>Circumstances of the agreement are unique and agree that this shall not constitute precedent, nor will it be introduced by any party in any action or forum. . . . Agree not to make statements or cause others to make statements that defame, disparage or in any way criticize each party.</i>	Non-disparagement
Worcester State University	2024	\$28,600	<i>Separation and lump sum payment</i>	Employment separation due to retrenchment and terms stipulated by CBA	<i>Wish this matter to remain confidential will not further disclose, discuss, or publicize the existence, terms or conditions; to any person or party, or through any social media platform.</i>	Confidential, not for publication



Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Worcester State University	2024	N/A	<i>Resignation</i>	Resignation in lieu of termination for just cause related to serious misconduct in connection with violations of computer and network security	<i>Wish this matter to remain confidential . . . expressly covenants and warrant they will not disclose discuss or publicize the existence terms or conditions of this agreement with any member of the media to any person or party or through social media platform . . . No precedential value and shall not deemed or constructed to be a precedent for the resolution of any future circumstances or dispute.</i>	Confidential, not for publication
Worcester State University	2023	N/A	<i>New position and salary adjustment</i>	Employment reassignment due to retrenchment and terms stipulated by CBA	<i>Wish this matter to remain confidential . . . expressly covenants and warrant they will not disclose discuss or publicize the existence terms or conditions of this agreement with any member of the media to any person or party or through social media platform.</i>	Confidential, not for publication
Worcester State University	2024	N/A	<i>New position</i>	Employment reassignment due to retrenchment	None on review	None

Agency Name	Settlement Year	Amount of Settlement	Self-Reported Description of Settlement	OSA Description of Settlement	Confidentiality or Other Restrictive Language	Confidentiality or Other Restrictive Clause
Worcester State University	2024	N/A	<i>New position</i>	Employment reassignment due to retrenchment and terms stipulated by CBA	<i>Wish this matter to remain confidential . . . expressly covenants and warrant they will not disclose discuss or publicize the existence terms or conditions of this agreement with any member of the media to any person or party or through social media platform.</i>	Confidential, not for publication
Worcester State University	2023	N/A	<i>New position and salary adjustment</i>	Employment reassignment due to retrenchment and terms stipulated by CBA	<i>Wish this matter to remain confidential . . . expressly covenants and warrant they will not disclose discuss or publicize the existence terms or conditions of this agreement with any member of the media to any person or party or through social media platform.</i>	Confidential, not for publication

\* Near the end of our audit, on January 14, 2026, MassArt made available to us 3 settlement agreements, which included confidentiality language. The information is included in Appendix A. However, given the late timing, we could not update the findings above.

## APPENDIX B

### Breakdown of Object Code 1 Field Within the Office of the Comptroller of the Commonwealth's Settlements and Judgments Access Database

Object Code	Count of Object Code 1	Percentages	Object Code Description
A11\APJ	1	0.70%	Settlement/judgment payment during accounts payable period not subject to retirement deduction
A11\APK	1	0.70%	Settlement/judgment payment during accounts payable period subject to retirement deduction
A11\S/J	107	75.35%	Employment related settlements and judgments
A11\SJP	31	21.83%	Settlement/judgment payment subject to retirement deduction
E50	1	0.70%	Settlements and judgments: tax reportable to non-employee claimant—claimant sole payee
E52	1	0.70%	Tax reportable damages to claimant—claimant and attorney co-payees, or attorney sole payee
Grand Total	<u>142</u>	<u>100.00%</u>	

Note: According to the Office of the Comptroller of the Commonwealth's *Expenditure Classification Handbook*, object classes and codes are used to "indicate the types of goods and services for which Commonwealth funds are expended." These codes make it possible to determine how much money was spent on lawn and grounds equipment (code N61), hazardous waste removal (code N72), nutritional assistance (code RR1), office supplies (code E01), and other spending categories. In this case, the 6 codes listed above relate to employee settlement agreements, with the use of each code requiring the review and approval of the Comptroller's Legal Unit to ensure proper accounting in the Commonwealth's accounting system.

## APPENDIX C

### State Agencies Included in This Audit

Berkshire Community College
Bunker Hill Community College
Cape Cod Community College
Greenfield Community College
Middlesex Community College
Roxbury Community College
Springfield Technical Community College
Bridgewater State University
Fitchburg State University
Worcester State University
Massachusetts Maritime Academy
Massachusetts College of Art and Design
Massachusetts College of Liberal Arts
Massachusetts Commission Against Discrimination
Massachusetts Office for Victim Assistance
Office of the Attorney General
Massachusetts Port Authority
Nantucket Sheriff's Office
Office of the Commissioner of Probation
Office of the Inspector General
Suffolk County District Attorney

## APPENDIX D

### Funding Sources of Employee Settlement Agreements by Agency

The following information was compiled based on information provided to us by the agencies in their original lists, in addition to settlement agreements identified by OSA during our audit.

Agency Name	Agency Funds	Unspecified	CTR Settlement and Judgment Fund	Non-Monetary	Total
Berkshire Community College			12	4	<u>16</u>
Bridgewater State University	3		5	10	<u>18</u>
Bunker Hill Community College	1		13	6	<u>20</u>
Cape Cod Community College	3		4	1	<u>8</u>
Fitchburg State University	13		1	1	<u>15</u>
Greenfield Community College	2		5	3	<u>10</u>
Massachusetts College of Art and Design	2		10	5	<u>17</u>
Massachusetts College of Liberal Arts	2		4	4	<u>10</u>
Massachusetts Commission Against Discrimination			1	1	<u>2</u>
Massachusetts Maritime Academy	6				<u>6</u>
Massachusetts Port Authority	9			2	<u>11</u>
Middlesex Community College	3		5	16	<u>24</u>
Office of the Attorney General		5	5		<u>10</u>
Office of the Commissioner of Probation	2		3		<u>5</u>
Office of the Inspector General	1				<u>1</u>
Roxbury Community College	3		54	6	<u>63</u>
Springfield Technical Community College*	1*		8	2	<u>10*</u>
Worcester State University	6		1	10	<u>17</u>
Grand Total	<u>56</u>	<u>5</u>	<u>131</u>	<u>71</u>	<u>263</u>

\* Springfield Technical Community College includes two separate payments (from agency funds as well as the Settlement and Judgment fund) for a single settlement within its list.

## APPENDIX E

### Claim Types of State Employee Settlement Agreements by Agency

The following information was compiled based on information provided to us by the agencies, in addition to settlement agreements identified by OSA during our audit. We grouped claims by type based on the descriptions provided to us in the lists or by reviewing source documentation.

Agency	Civil Action	Grievance	Grievance, MCAD/EEOC Complaint	MCAD Complaint	Retrenchment	UD	Harassment	Grievance, Employment Action or Separation	Employee Violation of Attendance Policy	Grand Total
Berkshire Community College		4	1			7		4		<u>16</u>
Bridgewater State University	1	8	1					8		<u>18</u>
Bunker Hill Community College		12	2		1	1		4		<u>20</u>
Cape Cod Community College	1	2			1			4		<u>8</u>
Fitchburg State University		2						13		<u>15</u>
Greenfield Community College		7	1				2			<u>10</u>
Massachusetts College of Art and Design		7	2			6	2			<u>17</u>
Massachusetts Commission Against Discrimination				1				1		<u>2</u>

Agency	Civil Action	Grievance	Grievance, MCAD/EEOC Complaint	MCAD Complaint	Retrenchment	UD	Harassment	Grievance, Employment Action or Separation	Employee Violation of Attendance Policy	Grand Total
Massachusetts Maritime Academy		4	1					1		<u>6</u>
Massachusetts College of Liberal Arts		5		1	2			2		<u>10</u>
Massachusetts Port Authority	2	1		2		5			1	<u>11</u>
Middlesex Community College		8		1			1	14		<u>24</u>
Office of the Attorney General								10		<u>10</u>
Office of the Commissioner of Probation		4	1							<u>5</u>
Office of the Inspector General								1		<u>1</u>
Roxbury Community College		26			1	35		1		<u>63</u>
Springfield Technical Community College		9						1		<u>10</u>
Worcester State University		3			7		1	6		<u>17</u>
Grand Total	<u>4</u>	<u>102</u>	<u>9</u>	<u>5</u>	<u>12</u>	<u>54</u>	<u>6</u>	<u>70</u>	<u>1</u>	<u>263</u>

## APPENDIX F

### List of State Employee Settlement Agreement Payments Provided by the Office of the Comptroller of the Commonwealth

Agency	Date Received by CTR	Payment Source	Payment Type	Type of Claim	Total Claim Amount	Type of Damages
AGO	1/25/2021	CTR	Payroll	Others—Please Specify	\$22,575	Lump Sum
AGO	11/24/2021	CTR	Payroll	Employment	\$12,320	Lump Sum
AGO	12/2/2022	CTR	Payroll	Employment	\$8,728	Lump Sum
AGO	5/12/2023	CTR	Payroll	Employment	\$18,191	Lump Sum
AGO	1/18/2024	AGO	Payroll	Employment	\$11,058	Lump Sum
AGO	7/2/2024	CTR	Payroll	Employment	\$42,316	Lump Sum
AGO	9/10/2024	CTR	Payroll	Employment	\$33,097	Lump Sum
AGO	9/13/2024	CTR	Payroll	Employment	\$51,977	Lump Sum
AGO	9/16/2024	CTR	Payroll	Employment	\$9,068	Lump Sum
AGO	10/2/2024	CTR	Payroll	Employment	\$2,285	Lump Sum
BCC	2/22/2019	BCC	Payroll	Employment	\$255	Lump Sum
BCC	5/6/2021	CTR	Payroll	Employment	\$57,500	Lump Sum
BCC	8/25/2021	CTR	Payroll	Employment	\$26,250	Lump Sum
BCC	2/1/2023	CTR	MMARS	Employment	\$39,015	Lump Sum
BCC	9/6/2023	CTR	Payroll	Employment	\$6,000	Lump Sum
BCC	10/16/2023	CTR	Payroll	Employment	\$6,200	Lump Sum
BHCC	2/21/2019	CTR	Payroll	Employment	\$100,000	Lump Sum
BHCC	4/24/2019	CTR	Payroll	Employment	\$10,000	Lump Sum
BHCC	7/15/2019	CTR	Payroll	Employment	\$4,520	Back Pay



Agency	Date Received by CTR	Payment Source	Payment Type	Type of Claim	Total Claim Amount	Type of Damages
BHCC	7/15/2019	CTR	Payroll	Employment	\$25,841	Back Pay
BHCC	10/23/2019	CTR	Payroll	Employment	\$57,959	Back Pay
BHCC	12/18/2019	CTR	Payroll	Employment	\$115,000	Lump Sum
BHCC	12/19/2019	CTR	Payroll	Employment	\$20,000	Lump Sum
BHCC	10/20/2020	CTR	Payroll	Employment	\$95,000	Lump Sum
BHCC	3/2/2021	CTR	Payroll	Employment	\$20,000	Lump Sum
BHCC	4/28/2023	BHCC	Payroll	Employment	\$1,875	Lump Sum
BHCC	5/16/2023	CTR	Payroll	Employment	\$55,000	Lump Sum
BHCC	6/5/2023	CTR	Payroll	Employment	\$4,391	Back Pay
BHCC	12/22/2023	CTR	Payroll	Employment	\$1,500	Lump Sum
BHCC	8/7/2024	CTR	Payroll	Employment	\$111,000	Lump Sum
BHCC	11/26/2024	CTR	Payroll	Employment	\$1,818	Lump Sum
BSU	4/17/2019	CTR	Payroll	Employment	\$100,000	Lump Sum
BSU	9/25/2019	CTR	Payroll	Employment	\$10,000	Lump Sum
BSU	12/22/2020	CTR	Payroll	Employment	\$30,000	Lump Sum
BSU	4/4/2022	CTR	MMARS	Employment	\$70,000	Lump Sum
BSU	1/25/2023	CTR	Payroll	Employment	\$6,000	Lump Sum
BSU	6/27/2023	CTR	Payroll	Employment	\$5,000	Lump Sum
BSU	2/27/2024	CTR	Payroll	Employment	\$10,000	Lump Sum
CCCC	2/22/2019	CTR	Payroll	Employment	\$30,000	Lump Sum
CCCC	8/12/2021	CTR	Payroll	Employment	\$3,500	Lump Sum
CCCC	9/13/2022	CTR	Payroll	Employment	\$26,000	Lump Sum
CCCC	11/23/2022	CTR	Payroll	Employment	\$85,000	Lump Sum

Agency	Date Received by CTR	Payment Source	Payment Type	Type of Claim	Total Claim Amount	Type of Damages
CCCC	2/3/2023	CTR	Payroll	Employment	\$108,659	Back Pay
FSU	10/22/2020	CTR	Payroll	Employment	\$68,382	Lump Sum
FSU	9/11/2023	CTR	Payroll	Employment	\$34,000	Lump Sum
FSU	11/22/2024	FSU	Payroll	Employment	\$1,500	Lump Sum
GCC	5/2/2022	CTR	Payroll	Employment	\$2,789	Back Pay
GCC	10/6/2022	CTR	Payroll	Employment	\$40,000	Lump Sum
GCC	11/22/2022	CTR	Payroll	Employment	\$161,080	Back Pay
GCC	5/3/2024	CTR	Payroll	Employment	\$2,500	Lump Sum
GCC	10/23/2024	CTR	Payroll	Employment	\$96,853	Lump Sum
IGO	2/7/2024	IGO	Payroll	Employment	\$93,069	Lump Sum
MassArt	2/11/2019	CTR	Payroll	Employment	\$34,000	Lump Sum
MassArt	7/3/2019	CTR	Payroll	Employment	\$85,000	Lump Sum
MassArt	8/16/2019	MassArt	Payroll	Employment	\$111,149	Lump Sum
MassArt	5/19/2020	CTR	Payroll	Employment	\$85,000	Lump Sum
MassArt	6/30/2020	CTR	Payroll	Employment	\$57,621	Lump Sum
MassArt	10/27/2020	CTR	Payroll	Employment	\$7,336	Lump Sum
MassArt	5/17/2021	CTR	Payroll	Employment	\$7,800	Lump Sum
MassArt	6/15/2021	CTR	Payroll	Employment	\$62,768	Lump Sum
MassArt	10/27/2021	MassArt	Payroll	Employment	\$119,385	Lump Sum
MassArt	2/10/2022	CTR	Payroll	Employment	\$56,498	Lump Sum
MassArt	5/26/2023	MassArt	Payroll	Employment	\$60,000	Lump Sum
MassArt	11/20/2023	MassArt	Payroll	Employment	\$45,000	Lump Sum
MCC	7/15/2019	MCC	Payroll	Employment	\$4,000	Lump Sum

Agency	Date Received by CTR	Payment Source	Payment Type	Type of Claim	Total Claim Amount	Type of Damages
MCC	6/28/2022	CTR	Payroll	Employment	\$1,500	Lump Sum
MCC	8/12/2022	CTR	Payroll	Employment	\$1,500	Lump Sum
MCC	3/21/2023	CTR	Payroll	Employment	\$30,000	Lump Sum
MCC	6/1/2023	CTR	Payroll	Employment	\$17,663	Lump Sum
MCC	7/7/2023	CTR	Payroll	Employment	\$35,160	Lump Sum
MCC	8/7/2024	CTR	Payroll	Employment	\$7,294	Lump Sum
MCLA	1/14/2019	CTR	Payroll	Employment	\$5,000	Lump Sum
MCLA	6/11/2019	CTR	Payroll	Employment	\$175,000	Lump Sum
MCLA	8/10/2022	CTR	Payroll	Employment	\$17,684	Lump Sum
MCLA	10/21/2022	CTR	Payroll	Employment	\$10,000	Lump Sum
MCLA	8/10/2023	MCLA	Payroll	Employment	\$15,590	Lump Sum
RCC	2/27/2019	CTR	Payroll	Employment	\$1,000	Lump Sum
RCC	5/28/2019	RCC	Payroll	Employment	\$737	Back Pay
RCC	7/17/2019	RCC	Payroll	Employment	\$845	Back Pay
RCC	11/15/2019	CTR	Payroll	Employment	\$6,000	Lump Sum
RCC	4/13/2021	CTR	Payroll	Employment	\$3,566	Lump Sum
RCC	3/9/2022	CTR	Payroll	Employment	\$74,000	Lump Sum
RCC	10/6/2022	CTR	Payroll	Employment	\$175,000	Lump Sum
RCC	3/28/2023	CTR	Payroll	Employment	\$2,800	Lump Sum
RCC	12/8/2023	CTR	Payroll	Employment	\$65,000	Lump Sum
RCC	1/5/2024	CTR	Payroll	Employment	\$231,241	Back Pay
RCC	2/1/2024	CTR	Payroll	Employment	\$70,500	Lump Sum
RCC	7/26/2024	CTR	Payroll	Employment	\$72,000	Lump Sum

Agency	Date Received by CTR	Payment Source	Payment Type	Type of Claim	Total Claim Amount	Type of Damages
RCC	10/9/2024	CTR	Payroll	Employment	\$4,000	Lump Sum
STCC	7/17/2019	CTR	Payroll	Employment	\$17,000	Lump Sum
STCC	5/21/2020	CTR	Payroll	Employment	\$45,000	Lump Sum
STCC	11/13/2020	CTR	Payroll	Employment	\$6,000	Lump Sum
STCC	2/16/2022	CTR	Payroll	Employment	\$1,500	Lump Sum
STCC	4/13/2022	CTR	Payroll	Employment	\$44,433	Lump Sum
STCC	8/31/2022	CTR	Payroll	Employment	\$42,000	Lump Sum
STCC	11/2/2022	CTR	Payroll	Employment	\$2,000	Lump Sum
STCC	12/15/2022	CTR	Payroll	Employment	\$60,000	Lump Sum
STCC	12/21/2022	STCC	Payroll	Employment	\$8,203	Lump Sum
WSU	7/27/2022	WSU	Payroll	Employment	\$39,498	Lump Sum
WSU	8/15/2022	WSU	Payroll	Employment	\$37,668	Lump Sum
WSU	12/19/2022	CTR	Payroll	Employment	\$200,000	Back Pay
WSU	3/9/2023	WSU	Payroll	Employment	\$23,994	Lump Sum
WSU	7/24/2023	WSU	Payroll	Employment	\$98,423	Lump Sum
WSU	1/11/2024	WSU	Payroll	Employment	\$28,600	Lump Sum