

SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into this 25th day of May, 2012 and effective as of this date, is by and between the Pennsylvania State System of Higher Education (hereafter "PASSHE"), California University of Pennsylvania (hereafter "Cal U"), Chancellor John Cavanaugh (hereafter "Cavanaugh") and Angelo Armenti, Jr. (hereafter "Armenti"). Nothing in this agreement shall be construed to be a consent decree nor entered as an order of court.

WHEREAS, on or about May 16, 2012, Armenti, was terminated from his employment as President of California University of Pennsylvania (hereafter "Cal U") by PASSHE; and

WHEREAS, on or about May 22, 2012, Armenti received a directive from PASSHE limiting Armenti's access to the presidential office suite; and

WHEREAS, on May 23, 2012, Armenti, brought an action for Preliminary Injunction and Injunction in the Court of Common Pleas of Washington County and PASSHE and Cal U disputes the averments and conclusions in the filings; and

WHEREAS, on May 23, 2012, the Honorable Katherine B. Emery, Judge, entered a preliminary order granting Armenti's petition in part and directing that the president's office suite be sealed and locked by Cal U police until a hearing on May 25, 2012 before the Court; and

WHEREAS, the Commonwealth, through its counsel, objects to jurisdiction within the Court of Common Pleas of Washington County and would seek dismissal for lack of jurisdiction; and

WHEREAS, in the interest of timely resolution of the matter at issue and in avoidance of further litigation of the Injunction matter docketed in Washington County Court of Common Pleas at case number 2012-3430;

NOW THEREFORE, the undersigned parties, agreeing to be legally bound, do stipulate and agree to the terms as follow:

1. PASSHE and Cal U will modify its prior directive limiting Armenti's access to the president's office suite, located within Old Main, in that:
 - a. Armenti shall have unfettered access to the president's office suite for the sole purpose of packing his personal belongings during regular business hours, consisting of 9:00 o'clock a.m. to 4:00 o'clock p.m. on Friday, May 25, 2012. On May 25, 2012, Cal U shall provide Armenti the assistance of three facilities staff to assist at his direction the packing of items.

- b. On Saturday May 26, 2012, between the hours of 9:00 o'clock a.m. and 4:00 o'clock P.M. Cal U shall provide Armenti unfettered access to the president's office suite for the sole purpose of packing his personal belongings.
- c. Subsequent to May 26, 2012 if Armenti has additional personal belongings that need to be removed from the president's office, Cal U shall provide access on additional weekdays during business hours between 9:00 o'clock a.m. to 4:00 o'clock p.m. as agreed upon by the parties.
- d. Armenti shall have reasonable access to the president's suite, upon notice to the acting president at Cal U or her designee , so that hired professional movers may assess, provide a cost estimate, and undertake the process of packaging and moving Armenti's personal items;
- e. That no other non-party to this agreement, except for those assisting Armenti, gain access the president's office suite except upon prior agreement of the parties and their counsel;
- f. That all access provided under this agreement shall occur prior to noon on Friday, June 8, 2012, in that Armenti cannot access the president's office suite thereafter;
- g. In the event that Armenti shall remove his items from the president's office suite prior to June 8, 2012, he shall communicate the same to the acting president at Cal U or her designee in writing and thereupon desist from accessing the office;
- h. No party shall restrict Armenti from taking personal physical property to which he has a lawful right to possess or maintain ownership thereof;
- i. PASSHE has directed Cal U's information technology department to preserve and maintain any and all electronic media or other electronic files stored or retained on University owned computers that had previously been provided to Armenti as President of Cal U. PASSHE and Cal U agree that the parties shall promptly endeavor to reach an agreement concerning the ownership of electronic files or intellectual property.

2. In consideration of the above, it is further agreed that Armenti shall immediately discontinue the injunction matter with prejudice by filing the proper praecipe with the Court.

3. Reservation and Limitation. Nothing in this Agreement shall be considered a full and comprehensive release of any rights, claims or interests except for those directly at issue in the Injunction matter concerning access to personal property. The parties hereby reserve any and all other rights and claims.

4. Interpretation and Choice of Law. The language of this Agreement has been approved by counsel for the parties. The language of this Agreement shall be construed as a whole according to its fair meaning and none of the parties nor their counsel shall be deemed to be draftsman of this Agreement in any action which may arise hereafter between the parties. This Agreement shall be interpreted under Pennsylvania law.

5. Notices. All notices, consents, requests, demands or other such communications hereunder shall be in writing and shall be deemed to have been duly delivered as provided herein on the date delivered if electronically, if personally or by mail, then such shall be deemed by date of actual delivery. Any such notice shall be upon the other party, as follows:

PASSHE and Cal U: Leonidas Pandeladis, Esq., Dixon University Center, 2986 North Second Street, Harrisburg, PA 17110

Email to: lpandeladis@passhe.edu

Angelo Armenti, Jr.: Steven M. Toprani, Esq., Leech Tishman, 525 William Penn Place, 30th Floor, Pittsburgh, PA 15219

Email to: stoprani@leechtishman.com

6. Assignment. No party may transfer or assign any rights under this Agreement.

7. Enforcement. Both parties agree that enforcement of this agreement shall be solely before the Commonwealth Court of Pennsylvania.

8. No Admission of Liability. This Agreement is given and accepted for the purpose of compromising disputed claims from the litigation described above. Nothing contained in this Agreement, nor any consideration given pursuant to it, shall constitute, be deemed or otherwise treated by any Party for any purpose as an admission of an act, position, omission, liability or damages.

9. Counterpart. This agreement may be executed by the parties in counterpart.

10. Entire Agreement. This Agreement embodies the entire agreement between the Parties relating to the subject matter herein, whether written or oral, and there are no other representations, warranties or agreements between the parties not expressly contained or referenced in this Agreement. This Agreement may not be amended, supplemented or modified unless by a written instrument duly executed by or on behalf of each Party hereto.

Dated: 25 May, 2012

With Counsel;

Dated: 25 May, 2012

Dated: _____, 2012

Approved Form and Legality;

Dated: _____, 2012

[Redacted]

Angelo Armenti, Jr.

[Redacted]

Steven M. Toprani, Attorney for Armenti

John Cavanaugh, Chancellor for PASSHE

Leonidas Pandeladis, Chief Counsel

Office of General Counsel

Dated: _____, 2012

With Counsel;

Dated: _____, 2012

Dated: May 25, 2012

Approved Form and Legality;

Dated: 5/25, 2012

Angelo Armenti, Jr.

Steven M. Toprani, Attorney for Armenti



for John Cavanaugh, Chancellor for PASSHE, PASSHE, CAL-L
PETER GARLAND EXECUTIVE VICE-CHANCELLOR



Leonidas Pandeladis, Chief Counsel



Office of General Counsel

