

SEPARATION AGREEMENT  
AND  
GENERAL RELEASE OF CLAIMS

This SEPARATION AGREEMENT AND GENERAL RELEASE OF CLAIMS (hereinafter "AGREEMENT") is made this 19<sup>th</sup> day December 2009, by and between Deborah DePaolo (hereinafter "DEPAOLO") and Whittier Regional Vocational Technical High School and William DeRosa, Superintendent, (hereinafter collectively referred to as "SCHOOL DISTRICT").

WHEREAS DEPAOLO and the SCHOOL DISTRICT desire to sever their relationship amicably without legal dispute, and in consideration of the promises contained herein, the sufficiency of which DEPAOLO and the SCHOOL DISTRICT hereby acknowledge, they hereby agree on the terms hereinafter set forth:

1. RESIGNATION DEPAOLO will resign upon the expiration of her contract of employment, effective June 30, 2010, from her position as a principal in the SCHOOL DISTRICT pursuant to a letter of resignation which is attached hereto and incorporated herein as Appendix A. Immediately following the expiration of the seven-day revocation period set forth in Paragraph 15 below, DEPAOLO agrees that she will execute the attached letter of resignation (Appendix A) and deliver the original signed copy to SCHOOL DISTRICT counsel, which shall be deemed irrevocable.

2. PAID PROFESSIONAL LEAVE OF ABSENCE The parties agree that, effective December 3, 2009 up to June 30, 2010, DEPAOLO will be on a paid professional leave of absence. During the aforesaid period of paid leave, DEPAOLO shall continue to receive her salary and compensation, state retirement, health and life insurance, and sick leave buy back provisions as contained in Paragraphs 4, 8, 9, and 12 respectively of her employment contract dated September 27, 2006. In addition, it is agreed that during the period of paid leave, DEPAOLO will be available to the SCHOOL DISTRICT at mutually convenient times, which shall not be unreasonably delayed, for telephone consultation in order to continue to assist in the transition to new school leadership. Furthermore, DEPAOLO shall also, through June 30, 2010, cooperate with counsel assigned by the SCHOOL DISTRICT in the defense of civil or criminal complaints, grievances and arbitrations that have arisen during the tenure of DEPAOLO

at the SCHOOL DISTRICT, including but not limited to personal interviews and attendance as needed concerning the above referenced matters. Subject to the provisions of G.L.c 258, the SCHOOL DISTRICT will indemnify DEPAOLO from all damages, including reasonable legal fees and related costs, if any, arising out of any claim, action, award, compromise, settlement, or judgment if such claim, action, award, compromise, settlement, or judgment ("Action(s)") arises out of an act or omission when DEPAOLO was acting within the scope of her official duties of employment; provided, however that DEPAOLO cooperates with the SCHOOL DISTRICT in the defense of any such "Action(s)"; and provided, further that DEPAOLO shall not be indemnified if it is determined in court that she intentionally violated the civil rights of any person.

3. POSITIVE REFERENCE The SCHOOL DISTRICT will provide DEPAOLO with a letter of positive recommendation upon receipt of her signed letter of resignation. Superintendent DeRosa agrees that he will promptly forward to any and all prospective employers who are designated by DEPAOLO a signed letter of recommendation, the text of which appears in Appendix B attached hereto on SCHOOL DISTRICT letterhead, signed by him, Superintendent William DeRosa. It is understood and agreed that DEPAOLO shall be responsible for providing Superintendent DeRosa's office with the name, address, and title of the individual addressee on each requested letter of recommendation. The SCHOOL DISTRICT further agrees that any requests for oral references from DEPAOLO's prospective employers to the office of the Superintendent shall be immediately referred to Superintendent DeRosa, and oral recommendations by Superintendent DeRosa will be entirely consistent with the content and spirit of the letter of positive recommendation.

4. GENERAL RELEASE OF CLAIMS In consideration of the terms of this agreement, DEPAOLO for herself individually, her administrators, agents, employees, representatives, heirs, dependants, beneficiaries, executors and assigns, does hereby fully and finally and forever release and discharge the SCHOOL DISTRICT and all officers, school committee members, agents, employees, attorneys, member cities and towns and representatives of the SCHOOL DISTRICT, and all their successors, including, but not limited to William DeRosa (hereinafter referred to collectively as "RELEASEES"), from all grievances, charges, complaints, debts, demands, actions, causes of action, suits,

accounts, covenants, contracts, agreements, damages, and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and equity, which she now has or may have for, upon or by reason of any matter, cause, action or thing whatsoever from the beginning of the world to the date of this Release, this General Release of claims shall include, without implication of limitation, all claims based upon actions or omissions (or alleged actions or alleged omissions) that have occurred up to and including the execution of this Agreement, regardless of ripeness, or other limitations therein; including, without limitation, claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000 *et seq.*, Massachusetts General Laws, Chapter 151B, the Age Discrimination in Employment Act, as amended, the Older Worker Benefits Protection Act ("OWBPA"), the Americans With Disabilities Act, 42 U.S.C. 2601 *et seq.*, the Family and Medical Leave Act of 1993, 29 U.S.C. 2601 *et seq.*, claims under Massachusetts General Laws, Chapter 71, claims for breach of contract or based on tort, and any other statutory, regulatory or common law causes of action, any claims under the Massachusetts Constitution, and any claims for wrongful termination, breach of contract, breach of covenant of good faith and fair dealing, harassment, defamation, wrongful interference with contractual relations, misrepresentation, deceit, fraud, negligence, and loss of consortium. Except as hereinafter provided, this release specifically includes, but is not limited to, any and all back pay, front pay, retroactive pay, compensatory, exemplary, punitive and liquidated damages, costs, emotional distress and attorney's fees, and pre- and post-judgment interest. Notwithstanding the forgoing, it is expressly understood that DEPAOLO is not releasing the SCHOOL DISTRICT, its officers, school committee members, agents, and representatives from the obligations set forth in this AGREEMENT.

5. COBRA BENEFITS After June 30, 2010, the SCHOOL DISTRICT will comply with its obligations under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA") to timely offer DEPAOLO the option to elect continuation coverage under the group health insurance plan in which she has participated as an employee of SCHOOL DISTRICT.

6. SICK LEAVE By no later than July 31, 2010, the SCHOOL DISTRICT shall cause to be sent to DEPAOLO a check for sick leave buy back pursuant to Paragraph 12 of her aforementioned contract of employment with the SCHOOL DISTRICT.

7. VACATION DEPAOLO and the SCHOOL DISTRICT hereby agree that any vacation time which she may have accrued prior to the commencement of her paid professional leave of absence shall be incorporated into such leave and any rights that she may have to such accrued vacation leave DEPAOLO hereby waives.

8. UNEMPLOYMENT BENEFITS The parties agree that, notwithstanding her resignation, in exchange for the forgoing release of claims, the SCHOOL DISTRICT will not contest any claim by DEPAOLO for unemployment compensation benefits filed after June 30, 2010 in the event that she is unable to obtain full-time employment commencing on or before July 1, 2010.

---

9. CONFIDENTIALITY/PUBLIC STATEMENTS The parties understand and hereby acknowledge that the terms and conditions of this AGREEMENT and any documents concerning DEPAOLO and her employment status are not public records because these documents will be maintained within DEPAOLO's personnel file and are exempt from disclosure pursuant to *Wakefield Teachers Association v. School Committee of Wakefield*, 431 Mass. 792 (2000). The parties therefore agree that this AGREEMENT, any documents concerning DEPAOLO or her employment status, as well as any information concerning the nature and content of the negotiations, oral or written, leading to agreement over the terms or content of this AGREEMENT shall be maintained as confidential by the parties, their agents, and representatives. Notwithstanding the foregoing confidentiality requirements, the parties expressly agree that, in response to any inquiry from any members of the public or representatives of the media related to or concerning DEPAOLO's absence from active employment between the date of execution through June 30, 2010, the RELEASEES will say only "Ms. DePaolo is on a professional leave of absence and she is pursuing graduate study to complete a masters degree." To any and all follow-up inquiry by the public or media, the RELEASEES may repeat the forgoing statement and may further state only, "We have nothing further to add at this time." In the event that any inquiry related to or concerning DEPAOLO's employment status is made after June 30, 2010, and for an additional twelve months thereafter the

SCHOOL DISTRICT will simply release a copy of the letter of resignation without the words "Appendix A" appearing at the top. In addition, the SCHOOL DISTRICT agrees that it will forward to DEPAOLO and her attorney a copy of any and all public records requests and/or requests under the Freedom of Information Act pertaining to her promptly following the receipt of any such requests. The SCHOOL DISTRICT shall not respond to any such request without first obtaining DEPAOLO's express consent to do so. In the event that DEPAOLO declines to give her consent not later than five days after her receipt of such request(s), the SCHOOL DISTRICT pursuant to applicable law, shall refuse to release the documents or information requested in the absence of an order by the Supervisor of Public Records. Should DEPAOLO disagree with the decision of the Supervisor of Public Records and so informs the SCHOOL DISTRICT within five days of her receipt of such decision, she shall have the right under this AGREEMENT to challenge the decision in court with the assistance of counsel of her own choosing at her own expense, and in connection therewith DEPAOLO shall indemnify and hold harmless the SCHOOL DISTRICT and school committee for any and all costs including without limitation attorneys fees and damages or fines, arising out of the above referenced action. In the event that DEPAOLO challenges the Supervisor's ruling in court, the SCHOOL DISTRICT will not release the information or documents requested in the absence of a court order to do so. Any party to this AGREEMENT may, notwithstanding the forgoing provisions of this Paragraph, communicate the terms of this AGREEMENT to any qualified attorney, accountant, financial advisor, business manager, superintendent, confidential secretary(s), auditor, or affiliated persons or entities for the purpose of obtaining legal advice or other guidance or assistance in tax preparation or other financial or business planning and for the purpose of SCHOOL DISTRICT compliance with this Agreement, provided they first agree to maintain strict confidentiality in accordance with this Agreement. In addition, DEPAOLO may furnish a copy of the agreement to the Department of Unemployment Assistance, if necessary, to obtain unemployment benefits pursuant to Paragraph 8 above. In addition, it is understood and agreed that DEPAOLO may communicate the terms of this AGREEMENT to members of her immediate family, provided they first agree to maintain strict confidentiality in accordance with this AGREEMENT.

10. NON ADMISSABILITY/PRECEDENT The parties agree that the existence and terms of the Agreement and the existence and terms of negotiations leading up to the Agreement shall not be used by them in any other legal proceeding, except a proceeding to enforce the Agreement. Furthermore, the Agreement is not intended and shall not be construed to establish a precedent concerning the resolution of the status of any employee of the SCHOOL DISTRICT.

11. If any terms or conditions of this AGREEMENT should be declared or determined by any Court of competent jurisdiction to be illegal or invalid, the validity of the remaining terms or provisions shall not be effected thereby, and said illegal or invalid term or provision shall be deemed not to be part of this AGREEMENT.

12. This AGREEMENT shall in all respects be interpreted, enforced and governed by and under the laws of the Commonwealth of Massachusetts.

13. No term of this AGREEMENT is intended to limit or adversely affect Ms. DePaolo's rights under the public employee retirement laws. M.G.L.c. 32.

14. DEPAOLO affirms that the only consideration for signing this AGREEMENT are the terms stated above, and that the same is sufficient consideration for the purposes hereof, that no other promise or agreement of any kind has been made to or with DEPAOLO or her attorneys by any person or entity whomsoever to cause her to execute this instrument, and that DEPAOLO, having discussed this matter privately and thoroughly with her counsel, fully understands the meaning and intent of this AGREEMENT, including, but not limited to, its final and binding effect.

15. DEPAOLO is advised that she has twenty-one (21) days to consider this AGREEMENT and that she should consult with an attorney prior to executing it. For a period of seven (7) days after executing this AGREEMENT, DEPAOLO may revoke this AGREEMENT by notifying the SCHOOL DISTRICT's attorney of such revocation in writing, the Release shall not become effective or enforceable until this seven-day period has expired. In the event that DEPAOLO revokes her signature, this entire AGREEMENT shall be null and void and neither DEPAOLO nor the SCHOOL DISTRICT shall have any obligations hereunder, and Appendix B, together with all copies thereof shall be returned to the SCHOOL DISTRICT.

16. DEPAOLO acknowledges that she has had twenty-one (21) days to consider whether to sign the AGREEMENT. DEPAOLO acknowledges that she has consulted with her attorney regarding this AGREEMENT and the Release contained herein.

DEPAOLO FURTHER STATES THAT SHE HAS CAREFULLY READ THE WITHIN AND FOREGOING AGREEMENT AND KNOWS AND UNDERSTANDS THE CONTENTS THEREOF AND SHE EXECUTES THE SAME AS HER OWN FREE ACT AND DEED.

17. This AGREEMENT shall be binding on the parties and may not be abandoned, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by DEPAOLO and a duly authorized representative of the SCHOOL DISTRICT.

18. This AGREEMENT, including Appendices A and B attached hereto, contains and constitutes the entire understanding and agreement between the parties hereto and cancels any and all previous oral and written negotiations, agreements, commitments, and writings in connection therewith.

19. This SEPARATION AGREEMENT shall be executed as duplicate originals, one for the SCHOOL DISTRICT and one for DEPAOLO.

IN WITNESS WHEREOF, all parties have set their hand and seal to this AGREEMENT as the date indicated below.

Deborah DePaolo  
DEBORAH DEPAOLO

DATE: 12/19/09

William P. DeRosa  
WILLIAM DEROSA  
Superintendent  
For the SCHOOL DISTRICT

DATE: 12.21.09

APPENDIX A

December 26, 2009

William DeRosa  
Superintendent of Schools  
Whittier Regional Vocational Technical High School  
115 Amesbury Line Road  
Haverhill, MA 01830

RE: Resignation

Dear Mr. DeRosa:

Please let this serve as notice of my resignation, which will be effective on June 30, 2010. I have enjoyed my work at Whittier Tech and am excited about pursuing other opportunities.

Thank you.

Sincerely yours,

Deborah DePaolo

# Appendix B

December 15, 2009

To Whom It May Concern:

I have worked directly with Ms. DePaolo for her first two school years at Whittier Tech in her role as the Principal. I have known Ms. DePaolo through the vocational school network since 1986 and recruited her to the Whittier Regional School District as the Director of Guidance. Shortly after her arrival to Whittier Tech the position of Principal became available. To me there was no better choice than Ms. DePaolo. She is the education leader of our school and I have been impressed with her ability to lead our school both academically and through our vocational/technical programs.

Ms. DePaolo's strong knowledge of NCLB and its mandates drive her to make sound educational decisions and policies. During this time, Ms. DePaolo used data from a variety of resources to assist her in updating the schools strategic and improvement plans. These plans are designed to have our students meet highest standards of academic and vocational achievement possible. Working to achieve the goals developed in the strategic and improvement plans, Ms DePaolo completely redesigned our academic schedule. The most recent school improvement plan designed by Ms. DePaolo was well received. By effective scheduling, our school district is able to meet the needs of our students and staffing constraints.

In my position as Superintendent-Elect, I engaged Ms. DePaolo in the budget design process. Ms DePaolo demonstrated a keen insight with the understanding of fiscal constraints, and the need to design a budget in line with the requirements of the district with growth and support of programs to improve MCAS scores. Ms. DePaolo understands the balance between the two.

Ms. DePaolo excels in the area of community involvement and student/building safety. She has developed an active Principal's Advisory Council which involves many stakeholders in the district. Also in Ms. DePaolo's tenure as Principal, she has developed an evacuation plan and new lock down procedures. She understands that it is not only important to have a sound educational facility but a safe one.

Ms. Deborah DePaolo  
December 15, 2009  
Page 2

Ms. DePaolo's experience in the areas of Guidance and Special Education prove to be invaluable. She understands the comprehensive make-up of many of our students. She is respected for her ability to see the "big picture" when it comes the issues and needs of the district. Overall, Ms DePaolo presents the attributes and leadership skills essential to an Administrative position.

I would recommend Ms. Deborah DePaolo as an Administrator.

Sincerely,

William P. DeRosa  
Superintendent

WPD/lr