

**SEPARATION AGREEMENT AND RELEASE OF CLAIMS**

THIS AGREEMENT is made and entered into by and between the DANVERS SCHOOL COMMITTEE (hereinafter referred to as "Danvers" or "the Committee" or "the Employer" or a "Party" to this Agreement), and DR. LISA DANA (hereinafter referred to as "Dr. Dana" or "the Employee" or a "Party" to this Agreement).

1. Dr. Dana hereby irrevocably resigns from her position as the Superintendent of the Danvers Public Schools for the purpose of retirement, effective as of 11:59 p.m. on August 31, 2022. Her signed Letter of Resignation will be submitted simultaneously with her execution of this agreement and will be placed in her personnel file.
2. Dr. Dana will remain on authorized medical leave through August 31, 2022, pursuant to medical documentation previously provided. Her accumulated sick leave will be applied to this period of authorized medical leave and her pay for this time period shall be subject to her ordinary withholdings including MTRS contributions.
3. Nothing in this agreement shall be construed to infringe on Dr. Dana's health insurance benefits as provided under MGL Chapter 32B. Dr. Dana's coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") shall begin on September 1, 2022 or earlier as required by said law.
4. Upon the effective date of Dr. Dana's resignation, the terms of the Employment Contract between Danvers and Dr. Dana shall terminate and all rights, obligations and entitlements of each party thereunder shall cease, except as required by federal or state law or as otherwise expressly provided herein.

5. Dr. Dana and the Committee hereby jointly waive any further evaluation of Dr. Dana's performance.
6. During the period of Dr. Dana's leave, she shall perform no active job duties, but she shall be available to Central Administration, at no extra cost to Danvers, to engage in any reasonable transition activities requested by Central Administration. Dr. Dana acknowledges her understanding that during her leave period the Committee may appoint one or more Acting and/or Interim Superintendents to exclusively perform the duties of and be referred to as the Superintendent of Schools.
7. On or before September 1, 2022, the Committee shall make payment to Dr. Dana in the gross amount of \$280,000.00, payable in one lump sum or in two separate installments at the option of the Committee, and such payment or payments shall be subject to all applicable federal, state, and local taxes and/or withholdings customarily applied to Dr. Dana's payroll during the term of her employment with Danvers, with the exception of MTRS contributions. This payment incorporates and effectuates the complete redemption of all of Dr. Dana's unused accumulated vacation and sick days through August 31, 2022.
8. Notwithstanding anything in this Agreement to the contrary, if between the date of execution of this agreement and August 31, 2022, Dr. Dana receives employment compensation from any other school district, either in the form of direct salary or wages or in the form of compensation as a contractor or consultant, the payment by the Committee referenced in paragraphs 2 and 9 above shall be reduced by such salary, wages or compensation.

9. Within seven (7) days of the execution of this Agreement, the Parties will arrange a mutually agreeable time for Dr. Dana to retrieve her personal belongings and return any School District property she has in her possession.
10. Neither party shall make any oral or written statement that has the purpose or intent of disparaging the other.
11. Dr. Dana hereby represents and warrants that she has not filed a grievance, arbitration demand, complaint, unfair labor charge, action, claim, suit, charge, demand or cause of action, criminal or civil, nor has there been any assignment thereof, against any of the below-referenced Releasees. It is hereby agreed and understood that the execution of this Agreement shall constitute a waiver and a dismissal with prejudice of any and all such proceedings in the event that the same has in fact been initiated.
12. Dr. Dana, acting on her own behalf and on behalf of her heirs, representatives, successors and assigns, hereby releases and forever discharges the Town of Danvers, the Danvers Public Schools and the Danvers School Committee, and their respective members, officers, agents, employees, representatives, successors and assigns, in both their official and individual capacities, (collectively and individually the "Releasees"), from any and all debts, demands, actions, causes of action, suits, sums of money, contracts, controversies, agreements, promises, claims for personal injury or emotional distress, executions, liabilities, and any and all other claims of any kind, nature and description whatsoever, both KNOWN and UNKNOWN, both in LAW and EQUITY, which Dr. Dana has or ever had against the Releasees (or any of them), jointly or severally, including, without limitation, any and all claims in connection with, arising out of, or in any

way relating to Dr. Dana's employment with Danvers, from the beginning of the world to the date Dr. Dana signs this Agreement, including but not limited to any claims for alleged violation of the Employment Agreement, Massachusetts General Laws chapter 71, Massachusetts General Laws chapter 151B, Massachusetts General Laws Chapter 149, Section 148 et seq., Massachusetts General Laws, chapter 12, sections 11H and 11I, Massachusetts General Laws chapter 93, section 102, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, as amended, defamation, and any other federal, state, or municipal fair employment statutes or laws, or any other local, state or federal law, regulation or policy. Notwithstanding any provision of this section, this general release shall not limit Dr. Dana's rights under this agreement for any claims that cannot be released..

13. This Agreement may not be abandoned, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by Dr. Dana and by the duly authorized representative(s) of the Danvers School Committee.
14. This Agreement contains and constitutes the entire understanding and agreement among the Parties hereto and, except as set forth herein, cancels any and all previous oral and written negotiations, agreements, commitments and writings in connection therewith. Notwithstanding this release and waiver of claims, Dr. Dana shall retain and may enforce against the Committee, its individual members, and its senior administrative agents and employees, any rights and obligations that

she may have pursuant to this Severance Settlement Agreement. In addition, this Release does not effectuate a waiver or infringement of protection provided to Dr. Dana pursuant to:

- a. Indemnification provided by law, such as M.G.L. Chapter 258, Section 2;
- b. Indemnification provided under Section IV of Dr. Dana's Contract of Employment.

15. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

16. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall remain in full force and effect to the extent deemed appropriate by the court.

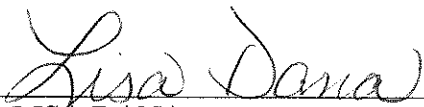
17. The Parties hereby acknowledge and represent to the other as a material inducement to their entry into this Agreement that each is entering into this Agreement as their respective free act and deed, after securing such legal and other advice as each wishes, and not under any duress or compulsion.


18. Each party represents that he or it has read the foregoing Agreement, fully understands the terms and conditions of such Agreement and is voluntarily executing the same. In entering into this Agreement, neither party relies on any representation, promise or inducement made by the other, with the exception of the representations, promises and inducements described in this document.

19. Dr. Dana acknowledges, warrants and represents that:

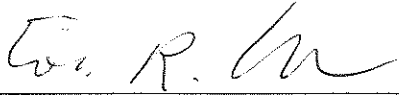
- a. she was advised in writing to consult with an attorney, and that she was given an opportunity to consult with an attorney, prior to executing this Agreement;

- b. she has carefully read this Agreement and understands its contents;
  - c. she understands that, through this Agreement, she is waiving, among other things, her right to bring any claim for age discrimination against the Releasees under the provisions of the Age Discrimination in Employment Act (ADEA), 29 U.S.C. 621, et seq;
  - d. by entering into this Agreement, she is waiving rights or claims in exchange for consideration that is in addition to anything of value to which she already is entitled;
  - e. she has been offered a period of at least twenty-one (21) days within which to fully consider this Agreement; and if it is found that she has executed this Agreement in less than the 21 days allowed to her, it is her voluntary choice to waive the balance of the 21-day period; and
  - f. she understands that, for a period of seven (7) days following the execution of this Agreement, she may revoke this Agreement and this Agreement shall not become effective or enforceable until after the revocation period has expired. Any such revocation shall be in writing and shall be delivered to the Chairperson of the Danvers School Committee.
20. The parties acknowledge that the actions described in this Agreement above do not constitute any statement or admission by Dana, the School District or its Releasees of any liability, or that Dana or the School District engaged in any wrongdoing, or violated any state or federal law.

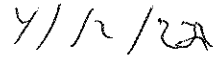
  
DR. LISA DANA

  
Date

DANVERS SCHOOL COMMITTEE, by:



Eric Crane  
Danvers School Committee Chair



Date

Per vote of the Danvers School Committee  
on April 11, 2022

