SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is made by and between the Needham Public Schools, (hereinafter referred to as the "Employer"), and Michael Ciccolella (hereinafter "Ciccolella" or "the Employee"), collectively referred to as the "Parties," and provides as follows:

WHEREAS, the Employee was employed by the Employer as teacher within the Needham Public Schools and had attained professional teacher status (PTS); and

WHEREAS, the Employee has been subject to criminal process, including incarceration and bail conditions of home confinement and preclusion from contact with children and students;

WHEREAS, on March 31, 2025 the Employer terminated the employment of Employee due to the incapacity referenced in the preceding paragraph,

WHEREAS, the Employee has filed an appeal under the provisions of G.L. c. 71, s. 42, challenging his dismissal,

WHEREAS, the Employer and Employee desire to mutually end their employment relationship;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Employer and Employee, hereby agree as follows:

1. **RESIGNATION.** Contemporaneous with the execution of this Agreement, the Employee shall submit to the Employer an irrevocable Letter of Resignation ("Letter of Resignation") effective *nunc pro tunc,* at the close of business June 30, 2025. The Letter of Resignation is attached hereto, and incorporated into this Agreement as "Exhibit A." The Employer hereby accepts the Employee's resignation. The Letter of Resignation shall be placed in the Employee's personnel file. Contemporaneous with the execution of this Agreement, the Employee shall withdraw his G.L. c. 71, s. 42 appeal and any other pending claim he has made against the Employer.

2. **CONSIDERATION.** In consideration the Employer will pay employee wages of ~~$17,000.00~~ $17,750 DR (less standard and applicable deductions), which represents approximately one-half of what he would have earned from the date of his termination to June 30, 2025, the end of FY 25.

3. **OTHER PAY OR BENEFITS; SUFFICIENCY OF CONSIDERATION.** The Employee shall be entitled to no other wages, salary, bonuses, incentive awards, or any other compensation of any kind, except whatever vacation pay they have already accrued as of the execution date of this Agreement and would have normally accrued through the date of effective resignation, or otherwise as required by law. The employee acknowledges that the Payment described in this Agreement is in excess of any earned wages and any other amounts due and owing to the Employee, and is good and valuable consideration for the general release of claims and the other covenants and terms in this Agreement. The Employee understands and agrees that they are not eligible for or entitled to any other payments except as provided in this Agreement.

4. **COBRA**. Employee, upon execution of this agreement, will have the rights set forth under the terms of the federal law known as COBRA.

5. **INDIVIDUAL WAIVER AND RELEASE OF CLAIMS**. Upon execution of this Agreement, and in consideration of the provisions set forth herein, the Employee, on their behalf and on behalf of their heirs, successors, attorneys, agents, executors, administrators and assigns, hereby releases and forever discharges Employer (specifically including the Receiver and the interim Receiver) and any affiliated entities of the Employer and each of their respective predecessors, successors, assigns, officers, managers, supervisors, agents, insurers, reinsurers, attorneys and employees, (collectively, "Released Parties"), from any and all claims of any kind arising from any facts, whether known or unknown to Employee, from the beginning of time until the date Employee signs this Agreement. This waiver and release includes, but is not limited to any and all manner of, complaints, claims, suits, damages, debts, liens, or liabilities of any nature, whether known or unknown, in law or in equity, arising in connection with their employment, or the termination of their employment, or any other matter, including but not limited to claims for attorney's fees, breach of, or interference with, any alleged contract, wrongful discharge, violation of public policy, claims under the G.L. c. 71, sections 41 and 42; Massachusetts Payment of Wages Act, General Law chapter 149, section 185, and any federal, state or local discrimination laws including but not limited to the Age Discrimination in Employment Act of 1967, as amended, and the which Employee now has or claims to have, or which Employee previously had or claimed to have, or which Employee ever may have or claim to have, against any or all of the Releasees, except that which arises from conduct occurring after the date this Agreement is executed by all parties. Notwithstanding the foregoing, this general release shall not apply to any workers' compensation or unemployment benefits or vested rights to retirement, pension, or 457 plans, or rights under the Fair Labor Standards Act or any claim to enforce the provisions of this Agreement.

6. **COVENANT NOT TO SUE; NON-INTERFERENCE**. Except as otherwise provided in this Agreement, the Employee agrees not to initiate or file, cause to be initiated or filed, any action, lawsuit, complaint, arbitration proceeding, or other proceeding asserting any of the Released Claims against any of the Released Parties. Employee further agrees not to be a member of any class or collective action in any court or in any arbitration proceeding seeking relief against the Released Parties based on claims released by this Agreement, and that even if a court or arbitrator rules that Employee may not waive a claim released by this Agreement, Employee will not accept money damages or other relief. Employee agrees to promptly reimburse Employer for any legal fees that Employer incurs as a result of any breach of this paragraph by Employee. Nothing in this Agreement is intended to or shall interfere with Employee's right to file a charge or complaint with, or participate in an investigation or proceeding conducted by, the Massachusetts Department of Labor Relations, or interfere with Employee's right to file a charge or participate or cooperate in an investigation or proceeding with the United States Equal Opportunity Commission ("EEOC") or comparable state (MCAD) or local agencies; such agencies have authority to carry out their statutory duties by investigating a charge, issuing a

determination, filing a lawsuit, or taking any other action authorized by law. Employee retains the right to participate in any such action, and retains the right to communicate with the DLR, EEOC, and comparable state or local agencies, and such communication shall not be limited by any provision in this Agreement, including without limitation the confidentiality provisions herein. Employee shall not, however, be entitled to receive any relief, recovery or monies in connection with any claim or action filed with and/or pursued by any such agency, or any Released Claim brought against any of the Released Parties, regardless of who filed or initiated any such complaint, charge or proceeding.

7. **NO TRANSFER OF CLAIMS**. Employee represents and warrants that they have not assigned, transferred, or purported to assign or transfer, to any person, firm, corporation, association or entity whatsoever, any released claim. Employee agrees to indemnify and hold the Employer harmless against, without any limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, costs, court costs, expenses (including attorneys' fees), causes of action or judgments based on or arising out of any such assignment or transfer. Employee further warrants that there is nothing that would prohibit him from entering into this Agreement.

8. **NO MEDICARE SECONDARY PAYER OBLIGATION.** Employee warrants, after conferring with counsel, that they are not a Medicare beneficiary as of the date of this release, and no conditional payments have been made by Medicare on their behalf. The parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C. Sec. 1395y(b). While Employee warrants that they are not and have never been a Medicare beneficiary and thus there is no obligation to report this settlement to the Center for Medicare, Medicaid Services ("CMS") pursuant to 42 U.S.C Sec. 1395y(b), if it is ever determined that they are/were such a beneficiary, they acknowledge their duty to cooperate with Employer in order to allow it and/or the Responsible Reporting Entity ("RRE") to fulfill any obligation to comply with any reporting requirement under such law. Employee agrees to provide the Employer with any and all information necessary for it and/or the RRE to comply with Section 111 of MMSEA. The parties acknowledge and understand that any present or future action by CMS or Medicare on this severance payment, or their eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement. Employee agrees to indemnify the Employer and assume responsibility for the satisfaction of any and all rights to payment, claims or liens of any kind, including without limitation any Medicare conditional payments, subrogation claims, liens, that arise from or are related to payments made for services provided to them.

9. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not effect or impair any other provisions, which shall remain in full force and effect. If any portion of this Agreement is found invalid by a court of

competent jurisdiction, the Parties agree to enter into a full and general Release by Employee that is not invalid.

10. **NO PENDING CLAIMS**. Employee represents that other than the G.L. c. 71, s. 42 claim referenced above, he has not filed or initiated, has not caused to be filed or initiated, and is not a party to any complaint, claim, action or lawsuit of any kind against any of the Released Parties in any federal, state, or local court or agency.

11. **NON-ADMISSION.** The Employee and Employer agree that neither this Agreement, nor the furnishing of consideration hereunder shall be deemed or construed at any time for any purpose as an admission by any of the Parties of any liability, wrongdoing or unlawful conduct, and the Parties expressly deny any such liability, wrongdoing or unlawful conduct.

12. **GOVERNING LAW.** The law of the Commonwealth of Massachusetts will govern any dispute about this Agreement.

13. **EMPLOYEE'S ACKNOWLEDGEMENT**. Employee is encouraged to consult with counsel prior to executing this Agreement. Employee acknowledges that the Employer has made no representation, promise or inducement other than as set forth in this Agreement, and that Employee enters into this Agreement without reliance upon any other representation, promise or inducement not set forth herein. Employee further acknowledges and represents that they understand and acknowledges the significance and consequences of this Agreement and represents that they fully understand and voluntarily accept its terms. Employee also acknowledges: (a) that they have had ample opportunity to consult with an attorney of their choosing concerning this Agreement and has been specifically advised to do so by the Employer; and (b) that Employee has read and understands this Agreement, is fully aware of its meaning and effect, and has entered into it freely and voluntarily based on their own judgment and/or their attorneys' advice. Employee acknowledges that they are getting more consideration under this Agreement than they are otherwise entitled to receive.

14. **COUNTERPARTS.** This Agreement may be executed in counterparts and each counterpart will be deemed an original.

15. **SECTION HEADINGS.** Section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision herein.

16. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding between Employee and the Employer with respect to any and all disputes or claims that Employee has, or could have had, against the Employer as of the date this Agreement is executed by Employee, and supersedes all other agreements between Employee and the Employer with regard to such disputes or claims. This Agreement shall not be changed unless in writing signed by both Employee and the Employer.

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EMPLOYEE

Michael Ciccolella

NEEDHAM PUBLIC SCHOOLS

Daniel E. Gutekanst, Superintendent

EXHIBIT A

[LETTER OF RESIGNATION]

I, Michael Ciccolella, hereby irrevocably and voluntarily resign from employment with the Needham Public Schools effective June 30, 2025.

Michael Ciccolella

Dated: