

SEPARATION AGREEMENT

This Separation Agreement (“Agreement”) is made under seal by and between the School Committee of the City of Boston (“the School Committee”) and Dr. Brenda Cassellius of Boston, Massachusetts.

WHEREAS, the School Committee and Dr. Cassellius are parties to an employment contract (“the Employment Contract”) for the period July 1, 2019 through June 30, 2024, entered into by the Boston School Committee and Dr. Cassellius;

WHEREAS, the parties mutually agree that Dr. Cassellius will end her service as Superintendent of the Boston Public Schools (“BPS”) on July 15, 2022;

WHEREAS, the parties desire to resolve amicably any differences they may have regarding the application and operation of the Employment Contract and to avoid further administrative proceedings or litigation;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the School Committee and Dr. Cassellius hereby stipulate and agree as follows:

1. Resignation.

(a) Dr. Cassellius hereby resigns from her employment as Superintendent of the BPS effective July 15, 2022. The School Committee hereby accepts her resignation.

(b) Dr. Cassellius voluntarily waives any claims or rights which she may have to reinstatement or reemployment by the School Committee.

2. Payments. In consideration of Dr. Cassellius’s execution of this Agreement, the parties agree to compensate her with the benefits described in Section 10.2 of the Employment Agreement and the additional provision of this Separation Agreement notwithstanding her resignation. The School Committee agrees to pay Dr. Cassellius the following:

(a) Two hundred ninety-seven thousand, one hundred thirty-eight dollars and twenty-four cents (\$297,138.24), which represents twelve (12) months of her regular pay;

(b) Sixteen thousand nine hundred twelve dollars (\$16,912.00), which represents two years (2020-2021 and 2021-2022) of salary increases provided by Section 4.1 of the Employment Agreement that deferred by the School Committee;

Such payment will be made in a lump sum through the School Committee’s payroll system with deductions for required withholdings within fifteen (15) days following the expiration of the seven (7) day revocation period set forth in Attachment A, paragraph (iii).

3. Vacation and Personal Time. The School Committee shall pay Dr. Cassellius all accrued, unused vacation and personal days which shall be calculated by: multiplying the total

number of accrued, unused vacation and personal days (including fractions) that Dr. Cassellius has as of July 15, 2022 times a daily rate of \$1,142.78. Such payment shall be made in a lump sum through the School Committee's payroll system with deductions for required withholdings within fifteen (15) days following the expiration of the seven (7) day revocation period set forth in Attachment A, paragraph (iii).

4. Sick Time. The School Committee agrees to pay Dr. Cassellius up to six (6) unused accumulated sick days at a daily rate of \$1,142.78. In the event that Dr. Cassellius has fewer than six (6) unused accumulated sick days as of [DATE], payment shall be calculated based on such smaller number of unused accumulated sick days. Such payment shall be made in a lump sum through the School Committee's payroll system with deductions for required withholding within fifteen (15) days following the expiration of the seven (7) day revocation period set forth in Attachment A, paragraph (iii).

5. Other Benefits.

(a) Health/Dental Insurance. The School Committee's contributions to Dr. Cassellius's health/dental insurance will cease upon her employment termination. Dr. Cassellius will be given the opportunity to elect to continue her group health and dental insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). If she elects such continued coverage, Dr. Cassellius will be responsible for paying the entire cost of any such continued coverage.

(b) Other Insurance and Benefits. The School Committee's contributions toward all other insurance and benefits on Dr. Cassellius's behalf, including, but not limited to, life insurance, short-term disability insurance, and long-term disability insurance will cease as of the date of her resignation and employment termination. To the extent that such insurance or benefits may be continued on a non-group basis, Dr. Cassellius may continue her coverage at her own expense.

4. Unemployment. The parties acknowledge that nothing in this Separation Agreement is intended to alter or limit Dr. Cassellius's eligibility for unemployment benefits.

5. Whole And Total Amount Owning. It is hereby expressly agreed that the amounts, benefits, and obligations described herein constitute the whole and total amount owing or to be paid to or on behalf of Dr. Cassellius pursuant to this or any other agreement. There are no other amounts, benefits, or obligations owing to Dr. Cassellius or to be paid on her behalf other than those described herein. To the extent that there may be other amounts, benefits, and/or obligations owed by the School Committee to Dr. Cassellius, such amounts, benefits and/or obligations shall be satisfied by the payments set forth in this Agreement.

6. General Release.

(a) In consideration of the above, and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Dr. Cassellius releases and absolutely and forever discharges the Boston School Committee, the Boston Public Schools, the

City of Boston, the Boston City Council, and their past and present elected or appointed officials, former and current employees, former and current School Committee members, Mayor, agents, attorneys, representatives, independent contractors, insurers, successors and assigns (hereinafter referred to collectively as "the Releasees"), from any and all suits, claims, demands, debts, sums of money, damages, interest, attorneys' fees, expenses, actions, causes of action, judgments, accounts, promises, contracts, agreements, and any and all claims in law or in equity, whether now known or unknown, which she ever had, now has, or which she, her heirs, executors, administrators or assigns, hereafter can, shall or may have against the Releasees, including but not limited to any claims which she may have to recover damages of any kind as a result of any actions, claims, complaints or charges brought by her or on her behalf under any federal, state, local or common law, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e) et seq., the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., the Family & Medical Leave Act, 29 U.S.C. § 2601 et seq., the Age Discrimination in Employment Act, 29 U.S.C. §§ 621, et seq., or the Massachusetts Fair Employment Practices Law, Chapter 151B. It is understood and agreed that this release is a full and complete general release of all claims.

Nothing in this release or agreement releases claims that cannot be released as a matter of law, including, but not limited to, Dr. Cassellius's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment. However, by signing this Agreement and in light of the consideration she is receiving, Dr. Cassellius is waiving her personal right to sue the Releasees in court and her right to receive any monetary recovery or any other relief based on claims asserted in any other charge or complaint.

Dr. Cassellius acknowledges and agrees that:

(i) This Release is a part of an agreement between the School Committee and her that is written in a manner which she understands and for which she has been afforded due consideration.

(ii) By a draft copy of this Agreement, the School Committee has given her written notice to consult an attorney of her own choosing.

(iii) She has been given up to twenty-one (21) days from the date of receipt of this Agreement to consider and to sign the Agreement containing this release, and she understands that she has seven (7) days to reconsider her decision to sign the Agreement and rescind her execution of this Agreement. If she should sign the Agreement before the end of the twenty-one (21) day period, such signing shall be considered notice to the School Committee of her intent to forfeit her right to consider the Agreement for the remaining days. In the event that she exercises her right to rescind the Agreement, she shall promptly provide notice to the School Committee and all obligations of the School Committee under the Agreement will cease upon such rescission.

(iv) By signing this Agreement, she understands that she is waiving any rights or claims for age discrimination arising under the Age Discrimination in Employment Act or

other similar laws. She is not releasing or waiving any rights or claims for age discrimination which may arise after the date this Agreement is signed.

(b) Dr. Cassellius will sign the General Release of Claims contained in Attachment A on her last day of work.

7. School Committee, BPS and City Property. Dr. Cassellius will return all School Committee, BPS and City of Boston property in her possession, including computers, keys, handbooks, files, documents, or other materials.

8. Reference and Respectful Statements.

(a) References. Dr. Cassellius will refer all reference requests to the BPS Office of Human Capital which will respond to such reference requests by providing only dates of employment and position held pursuant to BPS's usual policy.

(b) Respectful Statements. The School Committee and Dr. Cassellius agree that each party shall refer to the other in a respectful and professional manner and may share the content of the agreed upon statements and letters, copies of which are attached as Attachments B-1 and B-2.

9. Cooperation. At reasonable times, and upon the receipt of reasonable advance notice from the School Committee, Dr. Cassellius agrees that she will use her reasonable best efforts to respond and provide information with regard to matters about which she has knowledge as a result of her employment with the School Committee. Dr. Cassellius further agrees that she will provide reasonable assistance to the School Committee, BPS or City of Boston and their representatives with regard to claims that may be made against or by the School Committee about which she has knowledge (other than any claims by the School Committee against Dr. Cassellius or any claims by Dr. Cassellius against the School Committee that have not been released under this Agreement), including but not limited to making herself available as a witness and for case preparation purposes, and by providing truthful and complete information as reasonably requested.

10. General Provisions.

(a) It is understood and agreed that this Agreement is entered into pursuant to a settlement which is the compromise of any disputed claims, including claims concerning the meaning and operation of the Employment Contract, which the parties may have, that any actions or payments made by the School Committee are made solely to avoid any further expense, that this Agreement and the actions taken pursuant hereto are not to be construed as any admission of liability on the part of the School Committee, and that the School Committee expressly denies any such liability.

(b) Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions, or any part thereof.

(c) Enforcement and Applicable Law. The breach of any provision of this Agreement will entitle the injured party to judicial enforcement of the Agreement only in a state or federal court of competent jurisdiction in the State of Massachusetts. This Agreement shall be governed by and construed as a sealed contract in accordance with the laws of the State of Massachusetts.

(d) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, including the Employment Contract, understandings, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.

(e) Modification, Termination or Waiver. This Agreement may only be amended or modified by a written instrument. The failure of any party at any time to require the performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the same.

(f) Facsimile and Electronic Signatures, Execution in Parts & Headings. Signatures transmitted by facsimile or electronically in the form of a PDF file are deemed to be originals and this Agreement may be executed in counterparts, each of which together shall constitute one and the same instrument. The headings used in this Agreement are intended only for the convenience of the parties and shall not in any way add to, limit or otherwise be used in the interpretation of this Agreement.

12. Access to Counsel. Dr. Cassellius acknowledges that she has had the opportunity to be represented by counsel of her own choosing throughout the negotiations leading to the execution of this Agreement, and that the execution of this Agreement is her own free, voluntary and knowing act and deed.

IN WITNESS WHEREOF, the School Committee of the City of Boston and Dr. Cassellius execute this Agreement under seal as of the date written below.

DR. BRENDA CASSELLIUS

SCHOOL COMMITTEE OF THE
CITY OF BOSTON

Brenda Cassellius (SEAL)

Jill Robinson (SEAL)

Date: February 6, 2022

Date: 3/11/22

ATTACHMENT A

Attachment A

General Release of All Claims

In consideration of the above, and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Dr. Cassellius releases and absolutely and forever discharges the Boston School Committee, the Boston Public Schools, the City of Boston, its City Councilors and its Mayor, employees, attorneys, contractors, insurers and assigns (collectively referred to as "the Releasees"), from any and all suits, claims, demands, debts, sums of money, damages, interest, attorneys' fees, expenses, actions, causes of action, judgments, accounts, promises, contracts, agreements, and any and all claims in law or in equity, whether now known or unknown, which she ever had, now has, or which she, her heirs, executors, administrators or assigns, hereafter can, shall or may have against the City, including but not limited to any claims which she may have to recover damages of any kind as a result of any actions, claims, complaints or charges brought by her or on her behalf under any federal, state, local or common law, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. §§ 2000(e) et seq., the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., the Family & Medical Leave Act, 29 U.S.C. § 2601 et seq., the Age Discrimination in Employment Act, 29 U.S.C. §§ 621, et seq., or the Massachusetts Fair Employment Practices Law, Chapter 151B. It is understood and agreed that this release is a full and complete general release of all claims.

Nothing in this release or agreement releases claims that cannot be released as a matter of law, including, but not limited to, Dr. Cassellius's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment. However, by signing this Agreement and in light of the consideration she is receiving, Dr. Cassellius is waiving her personal right to sue the Releasees in court and her right to receive any monetary recovery or any other relief based on claims asserted in any other charge or complaint.

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and all obligations of the School Committee under the Agreement will cease upon such rescission.

(iv) By signing this Agreement, she understands that she is waiving any rights or claims for age discrimination arising under the Age Discrimination in Employment Act or other similar laws. She is not releasing or waiving any rights or claims for age discrimination which may arise after the date this Agreement is signed.

Date: _____

Dr. Brenda Cassellius

ATTACHMENT B-1

February 7, 2022

Dear BPS Community,

Over the last several days Superintendent Brenda Cassellius, Boston School Committee Chair Jeri Robinson, and I have been in conversation together about the Boston Public Schools (BPS)—our progress, future, and leadership. Today, we are announcing a mutual decision that the Superintendent will transition out of her role leading the district at the end of this school year.

We have come to this decision after careful deliberation, with mutual respect for all involved and an acknowledgment that there is much work still to be done this school year and beyond. I am so grateful for the Superintendent's leadership, especially while navigating the COVID-19 pandemic, and for her courage in addressing needed structural changes within our district. She has given Boston three years of strong leadership and service, and we are a better city for it.

Dr. Cassellus has been and remains an incredible champion of our children, and for equity. Her contributions have made BPS stronger today and have set the City up for future successes. Under her leadership BPS has:

- Created a school quality guarantee so every school has access to a social worker, nurse, family liaison, guidance counselor, school psychologist, and librarian to provide a full range of supports to each student;
- Increased rigor and high expectations across all schools with implementation of the MassCore academic standards;
- Made important progress toward greater equity, inclusion and justice by reforming grading, attendance, student privacy, and selective admissions policies; and,
- Championed greater transparency and authentic engagement with students, parents and community members.

As we look to build on these successes, I am also focused on expanding access to early childhood education, reimagining BPS facilities to advance learning, and ensuring excellence across the district, including in all our high schools. The next senior leader of the district will need to be ready to execute quickly, and I will be working in close partnership with the School Committee to move forward the search process for a permanent Superintendent.

I am grateful that Superintendent Cassellius will continue to lead BPS through the remainder of this school year to ensure a strong finish to the semester and a smooth transition for our BPS students, families, and dedicated school leaders and staff. The reforms that the Superintendent will continue to lead during this time will set our course for the coming years.

We will have more to share in the weeks to come on new leadership for BPS, but for today, please join Chair Robinson and me in thanking and celebrating Superintendent Cassellius for her service, and for her unwavering commitment to Boston's youth.

Sincerely,

Mayor Michelle Wu

ATTACHMENT B-2

February 7, 2022

Dear BPS Community,

For the past three years, the students and families of Boston Public Schools, and our community's vision for our district, have been at the center of every decision I make. So it is today as I share with you that I will be transitioning from my role as Superintendent at the end of the school year.

When I arrived in Boston in July 2019 I couldn't have predicted that eight months later the world as we knew it would change. Since then we've confronted a global pandemic, reckoned with escalating racial division and civil unrest, and worked to repair community relationships that had eroded trust in our schools and confidence in our city. It is nothing short of remarkable that in the midst of it all we also developed a community-wide vision for equitable and excellent schools in every neighborhood of Boston; made historic steps forward in expanding access to our nation-leading exam schools; implemented a rigorous set of high graduation standards for every high school in the district with adoption of the MassCore; and put in place more just and transparent attendance, student privacy and grading policies.

None of this work happens in a vacuum or as the result of one leader. I have been fortunate to work with a talented team of education professionals, school leaders, and central staff personnel who have supported and challenged me, and who serve BPS with passion and distinction.

I have also been blessed to have worked alongside three dedicated mayors who have served as thought partners, mentors and friends. My full gratitude goes to former Mayor Kim Janey for her leadership during a time of transition for the City and to Mayor Wu for setting a vision for BPS that puts children firmly at the center. And I am forever grateful to former Mayor Marty Walsh for a phone call more than three years ago that eventually brought me to Boston; his support, wise counsel and leadership forever changed the course of my professional career. I am equally grateful to the members, past and present, of the Boston School Committee who have set a high standard of excellence, supported me and my team, and held us accountable to the children of Boston. Their dedication and service never gets the recognition it deserves.

I am grateful to you - the entire BPS community of families, partners, supporters and loyal critics - for elevating your voices about the things you care about. Your insight and wisdom, and your willingness to share hard feedback made our decisions better and our work more impactful. The passion with which so many in our community speak out, advocate, and stand up for BPS is a reflection of how deeply we care about our students and our schools.

And finally to the students of Boston Public Schools: you are the reason I come to work every day. You have inspired me with your ideas, your creativity, your resilience and your voices. I will carry you and your incredible potential with me long after my time in Boston has come to an end. I am beyond proud of your resilience and brilliance.

In the coming months I look forward to working closely with Mayor Wu, my team and my incoming successor to ensure a smooth and seamless transition. As I said when I arrived in Boston, this work requires all hands on deck. My hands - and my heart - will be fully committed to BPS until it is time to pass the baton. Until then, my sleeves are rolled up because we still have work to do.

With gratitude,

Superintendent Brenda Cassellius