

MUTUAL SEPARATION AGREEMENT AND RELEASE OF CLAIMS

THIS SEPARATION AGREEMENT AND RELEASE OF CLAIMS (hereinafter referred to as the “Agreement”) is entered into by and between the **Milwaukee Board of School Directors** (hereinafter “Board”) and **Dr. Keith Posley** (hereinafter “Dr. Posley”).

In consideration of the mutual covenants and consideration hereinafter set forth, the parties hereto agree as follows:

1. Non-Admission. This Agreement is made in full, final and complete compromise and settlement of any disputed claims between the Board and Dr. Posley. Neither the negotiation, undertaking, agreement to provide nor actual provision of payments and/or benefits under this Agreement shall in any way be construed as an acknowledgment or admission by the Board or Dr. Posley of any liability or wrongdoing whatsoever under federal, state or local law. Additionally, this Agreement shall not create any precedent or past practice.

2. Separation. Dr. Posley hereby acknowledges his irrevocable resignation from employment with the Board effective June 30, 2024. The Board hereby accepts his resignation. In the event Dr. Posley retires with the Wisconsin Retirement System as of June 30, 2024, he remains eligible if he otherwise qualifies for the District post employee retiree health benefit.

3. Severance Payments. The Board agrees that certain pay and benefits shall be payable to Dr. Posley due to the separation without need for consideration. Therefore, regardless of whether or not Dr. Posley elects to sign and not revoke this Agreement that the Board shall pay to Dr. Posley the following on the first pay date following the date of separation set forth herein:

3.1 All pay earned and not paid through the date of Retirement.

3.2 All accrued and unused vacation and personal day pay.

4. Consideration. Dr. Posley acknowledges that the Board is providing separate valuable consideration in the event Dr. Posley signs this Agreement. For such consideration, including but not limited to the waiver and release set forth herein, the Board agrees to provide the following:

4.1 Upon execution and non-revocation of this Agreement, Dr. Posley shall be paid a severance payment in the amount of one hundred sixty thousand dollars, payable in a lump sum amount, minus appropriate taxes, in July, 2024.

4.2 Upon execution and non-revocation of this Agreement, effective July 1, 2024, Dr. Posley shall be eligible for COBRA health insurance. Upon execution and non-revocation of this Agreement, the Board shall pay the Employer share of health care premiums for the first six (6) months of COBRA

health care (July through December, 2024) and Dr. Posley will pay his share, or until Dr. Posley becomes eligible for other employer provided health insurance, whichever occurs sooner. Thereafter to the extent Dr. Posley elects to continue COBRA health insurance, Dr. Posley would pay the full premium as set forth by law.

4.3 Effective upon execution and non-revocation of this Agreement, the Board shall pay thirty-eight thousand five hundred dollars (\$38,500.00) into the Milwaukee Board of School Directors Executive 403(b) plan, with such payment to be made June 30, 2024.

5. Acceptance Procedures. The Board wishes to ensure that Dr. Posley voluntarily agrees to the terms and conditions contained in this Agreement and does so only after they are fully understood by him. Accordingly, the following procedures shall apply:

5.1 Dr. Posley shall have twenty-one (21) calendar days from the date he receives this Agreement to consider and accept this Agreement, and if signed, he will have seven (7) days from the date he signed the Agreement to withdraw his acceptance. Dr. Posley agrees that upon signing this Agreement, he hereby waives the seven day revocation period.

5.2 The Board encourages Dr. Posley to review this document with an attorney of his choice prior to signing it.

5.3 This document constitutes the complete understanding between the Board and Dr. Posley concerning all matters addressed herein. If Dr. Posley accepts this Agreement, it shall supersede all prior agreements, understandings and practices concerning such matters including, but not limited to, any contracts, personnel documents, handbooks or policies and any prior customs or practices of the Board.

5.4 This document and its interpretation shall be governed and construed in accordance with the laws of Wisconsin. It shall be binding upon the parties hereto and their respective successors and assigns.

5.5 The provisions of this Agreement are severable and, accordingly, if any provision of this Agreement is held by any court or agency of competent jurisdiction to be unenforceable for whatever reason, the remaining provisions herein shall continue to bind the parties and be fully enforceable.

5.6 It is specifically agreed that in the event of any pending or future legal proceeding which is waived and/or released by this Agreement, this Agreement shall serve as a full and complete defense to any such proceeding. It is further agreed that should any party breach any term of this Agreement, the non-breaching party shall be entitled to take any and all legal action, including without limitation, recovery of any sums paid pursuant thereto, the cost of such

legal action which shall be borne by the breaching party, including actual attorney fees and costs.

6. Waiver. Dr. Posley, on behalf of himself, his heirs and assigns, hereby irrevocably and unconditionally releases and discharges the Board, Milwaukee Public Schools, their respective agents, officers, commissioners, representatives and employees (whether past or present) and its successors and assigns from any and all grievances, claims, demands, rights, damages, costs, losses, suits, actions, causes of action, attorney's fees and expenses of any nature whatsoever, in law or equity, known or unknown, arising from or by reason of any matter, act, omission, cause or anything whatsoever, whether known or unknown, foreseen or unforeseen, arising prior to the signing of this Agreement including, without limitation, any and all claims by or on behalf of Dr. Posley that the Board ever committed any statutory violation or other wrong with respect to Dr. Posley relating to or arising out of his employment with the Board; any and all claims or other liability or damage of any nature whatsoever which has arisen or might have arisen from alleged acts, omissions, events, circumstances or conditions related to Dr. Posley's employment with the Board; his separation from the Board and any and all claims arising out of any alleged violations of any contract, express or implied, any covenant of good faith and fair dealing, express or implied, any tort (including, but not limited to, claims of willful or negligent infliction of emotional harm, libel, slander and invasion of privacy), any federal, state or local law, whether statutorily codified or not, governing discrimination in employment, the payment of wages and benefits or the breach of an express or implied contract of employment, wrongful discharge or other governmental statute including, but not limited to, the Wisconsin Fair Employment Act, §§ 111.31-111.395, Wis. Stats., Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000e et seq., as amended by the Civil Rights Act of 1991; the Age Discrimination in Employment Act (As amended by the Older Workers Benefit Protection Act, P.L. 101-433, § 201; 104 Stats. 983; amending U.S.C. § 626); the Equal Pay Act; Ch. 109, Wis. Stats.; and the Americans with Disabilities Act. Except for any unpaid wages, Dr. Posley agrees to waive all payments from the Board other than those set forth in this Agreement.

However, this Agreement excludes, and Dr. Posley does not waive, release or discharge, (i) claims which cannot be waived by law and (ii) any matters that arise after the date of this Agreement.

7. Affirmations. Dr. Posley affirms that he has not filed or caused to be filed, and is presently not a party to, any claim, complaint or action against the Board in any forum. Dr. Posley further affirms that he has no known workplace injury or occupational disease and has been provided with and/or has not been denied any leave requested under state or federal family and medical leave provisions.

8. No Further Claims. In further consideration, Dr. Posley agrees not to file any action, claim, grievance, request for hearing or other such matter against the Board, including but not limited to the Board' agents, officers, commissioners, representatives and employees (whether past or present) as it relates to his employment with the Board, this severance and this Agreement, except as set forth herein and except as necessary to enforce this Agreement.

9. No Disparagement. Dr. Posley agrees not to disparage the Board, Milwaukee Public Schools, or its respective agents, officers, members, representatives or employees, whether past or present, regarding any matter relating to, arising out of or in any way connected with Dr. Posley's employment with the Board. The Board agrees not to disparage Dr. Posley.

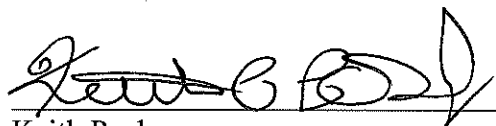
10. Litigation Cooperation – Dr. Posley agrees to fully cooperate with the District with any litigation following the date of this Agreement.

11. Re-employment. Dr. Posley understands and agrees that as a condition of this Agreement, he shall not be entitled now, or hereafter, to any employment or re-employment with the Board and further agrees not to institute any action, lawsuit or proceeding against the Board for any failure to employ or re-employ him. Nothing in this provision prohibits the District from hiring Dr. Posley in the future.

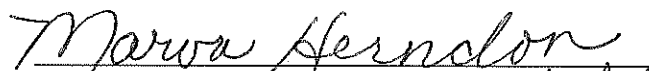
12. Interpretation. The parties acknowledge that this Agreement shall not be construed against either party on the grounds of sole authorship. No provision of this Agreement may be modified, waived or discharged unless its waiver, modification or discharge is agreed upon in writing and signed by Dr. Posley and such officer as may specifically be designated by the Board.

13. Voluntary Agreement. Dr. Posley acknowledges that he has read all the terms of this Agreement and understands the terms of this agreement, including the fact that he has agreed to permanently and irrevocably sever his employment relationship with the Board and that, subject to the exceptions set forth in Paragraph 6 above, this Agreement releases the Board from any legal action arising from Dr. Posley's employment relationship and the termination of his relationship by the Board. Neither the Board, or its agents, representatives or employees have made any representations to Dr. Posley concerning the terms or effects of this Agreement, other than those contained in this Agreement. Dr. Posley signs this Agreement voluntarily and of his own free will in exchange for the consideration to be given to him, which he acknowledges is adequate and satisfactory.

Dated: 6/4/24


Keith Posley

Dated: 6/4/2024


For the Board *President*