



UNIVERSITY SCHOOL OF NASHVILLE
2000 Edgemoor Avenue
Nashville, Tennessee 37212-2198

SEPARATION AGREEMENT

July 3, 2024

VIA ELECTRONIC MAIL

Dean Masullo



Dear Dr. Masullo:

As discussed, we have made the difficult decision to terminate your position. However, to assist in your transition to another opportunity, we are offering you severance based on the following terms:

1. **Agreement**: This will serve as a binding agreement between you and University School of Nashville ("USN") concerning the separation of your employment.
2. **Separation**: You understand and agree that your period of active employment has concluded effective July 3, 2024. Your USN email and accounts have already been deactivated. To the extent information regarding your COBRA rights are required to be issued by law, that will be sent via separate cover.
3. **Consideration**: In consideration of the execution of this Separation Agreement ("Agreement"), USN agrees to provide you with the following:
 - USN will pay the total amount of Twenty-Three Thousand Nine Hundred Forty-Three Dollars and Thirty-Two Cents (\$23,943.32), minus normal and statutory payroll deductions, in exchange for your release of all claims (except for claims under the Age Discrimination in Employment Act ("ADEA")) as indicated in Paragraph 4 below. Payment of this amount will be made on the first regularly scheduled payroll after execution of this Agreement.
 - USN will pay the total amount of Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00), minus normal and statutory payroll deductions, in exchange for your release of any claims under the ADEA. Payment of this amount will be made on the first regularly scheduled payroll after the expiration of the 7-day revocation period referenced at the end of this Agreement.

- In the event any of your prospective USNs contact USN for a reference, USN only will provide your dates of employment and position held.

4. **Release of Claims:** You agree to unconditionally release, discharge, and hold harmless USN and its parents, subsidiaries, and affiliates, and its and their owners, managers, agents, directors, officers, employees, representatives, predecessors, successors, and all persons acting by, through, under, or with any of the foregoing (collectively, the "Released Parties") from each and every claim, cause of action, right, liability or demand of any kind and nature in existence at the time this Agreement is executed, and from any claims which may be derived therefrom, that you had, have, or might claim to have against USN, including but not limited to any and all claims arising from your employment, pay, separation, and other terms and conditions of your employment relationship with USN; based on any contract, tort, whistleblower, or wrongful discharge theory; based on any other federal, state, or local constitutional provision, statute, ordinance, regulation, or policy (statutory or common), or legal or equitable theory, including all claims based on discrimination/harassment on the basis of race, color, gender, religious, creed, national origin, disability, age, veteran status, sexual orientation, or gender identity, harassment, or retaliation, including but not limited to: Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e *et seq.*, the Civil Rights Act of 1866, 42 U.S.C. Section 1981, the Age Discrimination in Employment Act, 29 U.S.C. Section 621 *et seq.*, the Americans With Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Family and Medical Leave Act, 28 U.S.C. Section 2601 *et seq.*, the Equal Pay Act, 29 U.S.C. Section 206, the Fair Labor Standards Act, 29 U.S.C. Section 201 *et seq.*, the Equal Pay Act, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act (ERISA), the Veterans Reemployment Rights Act, the Sarbanes-Oxley Act of 2002, the Immigration Reform and Control Act (IRCA), the National Labor Relations Act (NLRA), Section 503 of the Rehabilitation Act of 1973, the Occupational Safety and Health Act (OSHA), the Tennessee Public Protection Act, the Tennessee Human Rights Act, the Tennessee Disability Act, Tennessee Maternity/Paternity Leave Act, the Tennessee Equal Pay Act, the Tennessee Pregnant Workers Fairness Act, and any other state or local law or ordinance.

Excluded from this release are any claims which cannot be released by law. Nothing in this Agreement shall affect your right to file or participate in an investigative proceeding with the Equal Employment Opportunity Commission or any other federal, state, or local agency; however, you understand and agree that you would not be entitled to receive any monetary relief or other individual remedies.

BY SIGNING BELOW, YOU CONFIRM THAT IT IS YOUR INTENT TO RELEASE ALL CLAIMS OF EVERY NATURE AND KIND WHETHER KNOWN OR UNKNOWN WHICH YOU MAY HAVE AGAINST THE RELEASED PARTIES AS OF THE DATE YOU SIGN THIS AGREEMENT.

5. **Confirmations:** You confirm that you have received all leave (paid or unpaid), compensation, wages, overtime, bonuses, commissions, vacation pay, severance pay, and any other incentive-based compensation or benefits to which you are or may become entitled, except for the consideration described above. You further confirm that you are not currently aware of any facts or circumstances that would give rise to a workers' compensation claim against USN and/or the Released Parties.

6. **Return of Property/Non-Disparagement/Confidentiality:** You confirm that you have returned (or will return within one week by commercial mail carrier with tracking) to USN any property belonging to the Released Parties (including, but not limited to, your laptop, keys, files, documents, phones, equipment, and computers) and any information you have about the practices, procedures, financial information and any other materials you have concerning the business of the Released Parties. You agree to return this property via the pre-paid box you will be provided by USN. You understand and agree that the terms and conditions of this Agreement shall remain confidential and shall not be disclosed, except as may be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a material breach of this Agreement. You agree to keep the amount of severance pay provided under this Agreement strictly confidential unless compelled to disclose the amount pursuant to any legal or administrative proceedings. You, however, may disclose the amount of severance to your spouse, attorney, and tax or financial advisors, after first informing them of this confidentiality requirement. The parties believe this confidentiality provision is reasonable and intend to comply with it.

You agree that you will not make any disparaging statements about the USN, the Released parties, or USN's services to USN's students, parents, contractors, vendors, or to the media or any other person. A disparaging statement is any communication, oral or written, which attacks USN's services or business policies and/or undermines USN's reputation.

Notwithstanding the above, this provision does not prevent or restrict you from enforcing your Section 7 rights under the NLRA, participating in Section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of severance pay under this Agreement, when the communication is not so disloyal, reckless, or maliciously untrue as to lose the protection of the law) or other otherwise cooperating with the NLRB's investigative process through investigation, testimony, or otherwise with an administrative agency or court.

7. **Breach:** You acknowledge that a breach of this Agreement will cause the Released Parties irreparable damage which cannot be reasonably or adequately compensated in damages. The Released Parties, therefore, shall be entitled, in addition to all other remedies available, to attorneys' fees and costs, injunctive and/or equitable relief to present a breach of this Agreement, or any part of it, and to secure its enforcement, and

liquidated damages in the amount of the Consideration set forth herein and not as a penalty, for the breach of this Agreement.

8. **Cooperation:** You agree that, upon USN's notice, you will cooperate with USN and its counsel (including, if necessary, preparation for and appearance at depositions, hearings, trials, or other proceedings), with regard to any past, present, or future legal or regulatory matters that relate to or arise out of matters about which you have knowledge or with which you have been involved during your employment with USN.

9. **No Re-Employment:** You waive all claims for reinstatement with USN and further agree that if you seek or apply for employment in the future with USN or its affiliates, parents, successors, or subsidiaries, such entity shall have the right to lawfully deny your employment.

10. **Non-Admission:** You agree and acknowledge that this Agreement does not constitute an admission by the Released Parties of any violation of any federal, state, or local statute or regulation, or any violation of any of your rights or of any duty owed to you by the Released Parties.

11. **Confidential Business Information:** You agree that you will not, without the express written consent of USN, disclose or divulge any of USN's confidential business information. For purposes of this Agreement, confidential business information includes, but is not limited to, knowledge, data, or other information relating to USN's employees and students, including, but not limited to, financial information, contact information, personally identifying information, or protected health information. To the extent that such confidential information also may be protected by law or statute independent of this Agreement (e.g., trade secrets), this provision is not to be construed as limiting any other such protections.

12. **Entire Agreement, Amendment, and Severability:** This Agreement constitutes the entire agreement between you and USN with respect to the end of your employment and you acknowledge and agree that no other promises have been made to you and that you have not relied upon any representation or statement, written or oral, not set forth in this document or the attached documents. To the extent you have any post-employment restrictive covenants or confidentiality agreements which, by their terms or by operation of law, survive the termination of your employment, the obligations of this Agreement will supplement, but not replace, such agreements. This Agreement may not be amended except by written agreement signed by both parties which specifically refers to this Agreement. Further, if a court refuses to enforce any part of this Agreement, the remainder of the Agreement will not be affected and will remain in force.

13. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives.

14. **Rule of Construction:** The language of all parts of this Agreement shall be construed as a whole and according to its fair meaning, and not strictly for or against

either party. It is expressly understood and agreed that any rule requiring construction of this Agreement against its drafter shall not be applied in this case.

15. **Choice of Law:** You and USN expressly agree that this Agreement shall, in all respects, be interpreted, enforced, and governed under the laws of the State of Tennessee.

16. **Important Information About Your Rights:** You will have up to 21 days from receipt of this Agreement to accept the terms by signing and returning it to Quinton Walker. You may accept and sign this Agreement before the expiration of the 21-day time period, but you are not required to do so. You are advised to consult with an attorney of your own choosing regarding the matters set forth in this Agreement prior to signing it. You agree with USN that changes to this Agreement, whether material or immaterial, do not restart the running of the 21-day consideration period.

17. **Revocation Rights:** After signing and returning this Agreement, you may change your mind and cancel/revoke the ADEA waivers in this Agreement within 7 days by providing written notice of cancellation to Quinton Walker via email at qwalker@usn.org. The ADEA waivers in this Agreement will not become effective until the eighth day following its acceptance by you. All other waivers contained in Paragraph 4 will become effective the date you sign this document and are not revocable.

Certifications:

By signing this Agreement, you certify that:

- You have carefully read and fully understand the provisions of this Agreement;
- You agree to the terms of this Agreement of your own free will and voluntarily;
- You were advised in writing, via this Agreement, to consult with an attorney before signing this Agreement; and
- You have not filed any charges or claims against USN with any courts or governmental agencies.

I have read and understand the Agreement and accept and agree to it.

Signature 

Dean Masullo

Date 7/19/24

Amani Reed, for University School of Nashville

Date _____