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May 1, 2008

VIA HAND DELIVERY

Steven S. Biss

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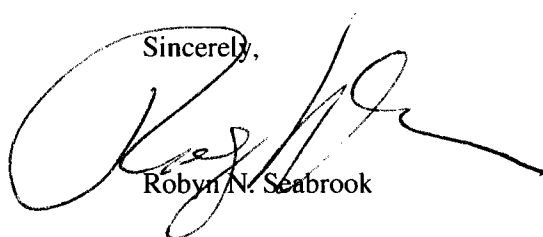
Re: *John Butcher v. School Board of the City of Richmond*

Mr. Biss:

Pursuant to the Court's April 23, 2008 Order in the above referenced case, I have attached a draft settlement agreement drafted by our firm in November 2007 and saved on the Harrell & Chambliss share drive. This document was not revised until late January and was the only version of the Sheeran settlement agreement in existence at the time of John Butcher's January 14, 2008 Freedom of Information Act request.

Please let me know if you have additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robyn N. Seabrook', written over the typed name.

Robyn N. Seabrook

cc: George P. Braxton, III, School Board Chairman (w/ enclosures)

DRAFT

SEPARATION AGREEMENT AND RELEASE OF CLAIMS

This Separation Agreement and Release of Claims ("Agreement") is made by and between **THOMAS SHEERAN** ("Sheeran") and the **RICHMOND SCHOOL BOARD** ("the School Board").

WHEREAS, by letter dated November 19, 2007, and submitted to the Superintendent of Schools, Dr. Deborah Jewell-Sherman, Thomas Sheeran resigned as Assistant Superintendent for Finance and Operations for the Richmond Public Schools effective March 31, 2008; and

WHEREAS, the parties wish to resolve any and all personnel matters without incurring further expenses associated with a grievance hearing and/or litigation; and

WHEREAS, this Agreement does not constitute an admission of wrongdoing by either party; and

WHEREAS, Sheeran agrees, in exchange for the separation benefits described in this Agreement, to resign effective March 31, 2008 (the "Separation Date") and to waive and release any and all claims that he may have against the School Board, any of its individual members, Dr. Jewell-Sherman, and any and all other employees or agents of the School Board;

NOW THEREFORE, in consideration of the mutual promises and releases contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Upon the execution of this Agreement:

- a. Sheeran shall remain on paid administrative leave until the Separation Date, and shall make himself available for consultation by the school district's senior administrative team until the Separation Date. Sheeran shall not enter School Board property except with the express permission of a member of the school district's senior administrative team.
- b. Sheeran shall remain on the active School Board payroll until the Separation Date and the School Board shall pay to Sheeran his current salary through the Separation Date. Upon his separation, the School Board shall also pay Sheeran for unused, accrued vacation leave in accordance with applicable School Board policy.
- c. The School Board's central administration promptly will provide Sheeran with the signed, neutral reference letter attached as Exhibit 1 to this Agreement.
- d. Following the Separation Date, Sheeran shall have the right to elect to continue, at his cost, coverage under the School Board's health plan, in accordance with the health care continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").

e. Release: Sheeran, on behalf of himself, his descendants, ancestors, dependents, heirs, executors, administrators, assigns, and successors, hereby covenants not to sue and fully releases, acquits, and discharges the School Board, its individual members, officers, including Jewell-Sherman, agents, servants, employees, representatives, assigns, and successors with respect to and from any and all claims, wages, rights, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, expenses, attorney fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether known or unknown, and suspected or unsuspected, which he has at any time heretofore owned or held against them, including, without limitation, those arising out of or in any way connected with his employment relationship with the School Board or his termination, or any other transactions, occurrences, acts, or omissions or any loss, damage, or injury committed or omitted prior to the date of this Agreement, and including, without limitation, claims for breach of contract, libel, slander, wrongful discharge, intentional infliction of emotional harm, or other tort, or discrimination or harassment based upon any federal, state, or municipal statute or local ordinance relating to discrimination in employment.

Likewise, the School Board on behalf of its individual members, officers, agents, servants, employees, representatives, assigns, and successors hereby covenants not to sue and fully releases, acquits, and discharges Sheeran with respect to and from any and all claims, rights, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, expenses, attorney fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether known or unknown, and suspected or unsuspected, which it has at any time heretofore owned or held against Sheeran, including, without limitation, those arising out of or in any way connected with his employment relationship with the School Board or his termination, or any other transactions, occurrences, acts, or omissions or any loss, damage, or injury committed or omitted prior to the date of this Agreement, and including, without limitation, claims for breach of contract, libel, and slander.

f. The School Board and its individual members, Jewell-Sherman, and Sheeran shall keep the fact of and the contents of this Agreement strictly confidential to the maximum extent permitted by applicable law, including, specifically, treating the Agreement as a confidential "personnel record" as provided for in Virginia Code Sections 2.2-3705(A)(4) and 2.2-3705(B).

g. Sheeran recognizes that, in signing this Release of Claims, he is waiving his right to pursue any and all claims under the Age Discrimination in Employment Act, 29 U.S.C. § 626 *et seq.* ("ADEA"), arising prior to the date that he executes this Release. Sheeran understands that he may take twenty-one (21) days from the date this Release is presented to him to consider whether to execute this Release. Sheeran is advised that he may wish to consult with an attorney prior to execution of this Release. Once he has executed this Release, Sheeran may revoke the Release at any time during the seven (7)-day period following his execution of the Release. After seven (7) days have passed following Sheeran's execution of this Release, his execution of this Release shall be final and irrevocable.

Entire Agreement

This Agreement constitutes and contains the entire agreement and understanding concerning Sheeran’s employment, termination and the other subject matters addressed herein between the parties, and supersedes and replaces all prior negotiations and all prior agreements proposed or otherwise, whether written or oral, concerning the subject matter.

Governing Law

This Agreement shall be governed by and subject to the laws and exclusive jurisdiction of the courts of the Commonwealth of Virginia.

Severability

In the event that one or more of the provisions of this Agreement shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable.

The parties acknowledge that they have read the foregoing Agreement, understand its contents, and accept and agree to the provisions it contains and hereby execute it voluntarily and knowingly and with full understanding of its consequences.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

RICHMOND SCHOOL BOARD

Thomas Sheeran

By: _____
George P. Braxton
Chairman

Date: / /

Date: / /