

**STEVEN S. BISS**

ATTORNEY AT LAW  
P.O. Box 592  
RICHMOND, VIRGINIA 23219  
TEL.: 804-861-8733  
FAX: 202-318-4098  
MOBILE: 804-501-8272  
EMAIL: [stevenbiss@earthlink.net](mailto:stevenbiss@earthlink.net)  
[ssbiss@yahoo.com](mailto:ssbiss@yahoo.com)  
[stevensbiss@att.blackberry.net](mailto:stevensbiss@att.blackberry.net)

MATTER NO.

00230-001

January 29, 2008

**HAND-DELIVERED**

Bevill M. Dean, Clerk  
Richmond Circuit Court – Civil Division  
John Marshall Courts Building  
400 North 9<sup>th</sup> Street  
Richmond, Virginia 23219

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

Dear Mr. Dean:

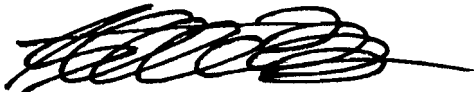
Enclosed for filing is Plaintiff's Complaint, together with an extra copy of the pleading and my firm check in the amount of \$79.00.

Please prepare process immediately for service upon the defendant as follows:

Serve: Deborah Jewell Sherman, Superintendent  
School Board of the City of Richmond  
301 North Ninth Street  
Richmond, Virginia 23219

Once process is ready, please call me so I can have Servor pick up the papers for immediate service. Call me if you have any questions.

Yours very truly,



Steven S. Biss

Encl.

cc. John Butcher

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND  
John Marshall Courts Building

JOHN BUTCHER, )  
 )  
 Plaintiff )  
 )  
 v. ) Case No. \_\_\_\_\_  
 )  
 )  
 SCHOOL BOARD OF THE )  
 CITY OF RICHMOND, )  
 )  
 Defendant )

**VERIFIED COMPLAINT FOR INJUNCTION**

John Butcher, by counsel, respectfully moves the Court for injunctive relief under the Virginia Freedom of Information Act against defendant, the School Board of the City of Richmond, and in support of his Complaint states as follows:

**Parties**

1. John Butcher (“Butcher”) is a citizen of Virginia and a resident of the City of Richmond.
2. The School Board of the City of Richmond (the “School Board”) is a body corporate that is created under Title 22.1 of the Virginia Code. The School Board has the duty and authority to operate and maintain the public schools of the City of Richmond.

**The FOIA Request**

3. On November 19, 2007, the School Board accepted the resignation, effective March 31, 2008, of Assistant Superintendent for Finance and Operations,

Thomas Sheeran. Despite that effective date, Mr. Sheeran really left Richmond during November, 2007.

4. On November 26, 2007, James Damm arrived in Richmond to assume Sheeran's duties (under the title of Interim Chief Operating Officer).

5. On Monday, January 14, 2008, Butcher made a request (the "FOIA Request") to the School Board under the authority of the Virginia Freedom of Information Act (the "Act") to inspect and copy certain public records. A copy of Butcher's FOIA Request is attached hereto as Exhibit 1. The FOIA Request sought, *inter alia*, all amendments to Sheeran's employment contract and any correspondence to or from Sheeran or his agent or attorney during the prior six months.

### **The School Board's First Response**

6. On January 22, the fifth working day after the date of the FOIA Request, the School Board issued a partial response (the "First Response") to the Request. A copy of the School Board's First Response is attached hereto as Exhibit 2.

7. The payroll records in the First Response show that the School Board has continued to pay Sheeran through the most recent bi-monthly pay date, January 15, 2008, despite his ongoing absence from his job.

8. Thus, since the November 15, 2007 pay date, the School Board has paid Sheeran \$21,529.20, virtually all of which appears to be unearned. If the payments continue to March 31, 2008, the unearned total will approach \$48,440.70.

9. The First Response indicates, with respect to amendments to Sheeran's employment contract, that "there are no such documents in the possession of [Richmond

Public Schools].” Pursuant to Va. Code § 2.2-3701, however, Butcher requested all documents “prepared or owned by, or in the possession of a public body *or its officers, employees or agents in the transaction of public business.*” (Emphasis added).

10. By only addressing documents “in the possession of RPS,” the First Response is materially incomplete and misleading (as is shown below).

11. The First Response attached pages 3 and 4 of a letter from Richard Hawkins, Sheeran’s attorney, to Bradford King, the School Board’s attorney. The First Response did not include pages 1 or 2 of that letter; rather, the School Board represented to Butcher and claimed that those pages are exempt from disclosure as “work product”.

### **Butcher’s Reply to the First Response and Further Requests**

12. On January 23, 2008, Butcher replied to the School Board, pointing out that a letter (apparently a demand letter or settlement offer) from Sheeran’s attorney to the School Board’s attorney could not possibly be protected as the School Board attorney’s work product. Butcher’s reply reiterated his demand for production of the first two (2) pages of the Hawkins letter. A copy of Butcher’s reply is attached hereto as Exhibit 3.

13. Butcher’s reply further pointed out that the portion of the Hawkins letter produced by the School Board spoke of an “Agreement.”

14. The School Board failed to even reference the Agreement in its First Response.

15. Butcher requested immediate production of the Agreement.

16. By a further request also on January 23, 2008, Butcher demanded a

response regarding all responsive documents “prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business,” not merely those “in the possession of [Richmond Public Schools].”

### **The School Board’s Second Response**

17. On January 24, 2008, the School Board responded. A copy of that response (the “Second Response”) is attached hereto as *Exhibit 4*.

18. The Second Response again refused to produce the first two (2) pages of the Hawkins letter, but this time the School Board changed its story and claimed that the letter was addressed to and “maintained by” King’s law firm, which is not a public body subject to the Act.

19. The Second Response untimely denied Butcher’s request to inspect the Agreement mentioned in the Hawkins letter and “any correspondence that accompanies or replies to it” on the grounds that the documents were personnel records excluded from production under Va. Code §§ 2.2-3705.1 and 2.2-3705.8.

20. The Second Response refused to produce any records regarding agreements with Mr. Sheeran on two additional grounds: First that no such records are “in possession” of “RPS,” and second on the ground that any such records are personnel records.

21. Finally, the Second Response continued to deal with documents “in the possession of Richmond Public Schools” and failed to respond to the full scope of Butcher’s requests for records “prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business.”

### **The School Board's Responses Are Materially Incomplete**

22. Butcher's FOIA Requests specifically incorporated the definition of "public records" from Va. Code § 2.2-3701: All records "prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business."

23. Both of the School Board's Responses replied only in terms of records "in the possession of Richmond Public Schools." The School Board's Responses are intentionally more narrow than Butcher's FOIA Requests and constitute a failure to respond within the five (5) working day period provided by Va. code § 2.2-3704.

24. Va. Code § 2.2-3704.E is express and unequivocal: "Failure to respond to a request for records shall be deemed a denial of the request and shall constitute a violation of this chapter." The School Board's failure to respond is a violation of the Act.

### **The School Board Must Produce the First Two Pages of the Hawkins Letter**

25. The School Board's only timely response regarding the first two pages of the Hawkins letter was a refusal to produce on the ground of "work product".

26. The work product doctrine "protects an attorney from opening his files for inspection by an opposing attorney." *See, e.g., Rakes v. Fulcher*, 210 Va. 542, 546 (1970).

27. Va. Code § 2.2-3705.1(3), cited in the First Response, protects the School Board from disclosing *Mr. King's* work product. The letter in question, however, is not *Mr. King's* work product. It is a demand letter or settlement offer from *Mr. Sheeran's*

attorney. It does not reveal Mr. King's "mental processes," *United States v. Nobles*, 422 U.S. 225, 238 (1975), intended to be kept confidential, which would be protected. Mr. Hawkins' letter cannot possibly be protected from disclosure to Mr. King because Mr. Hawkins wrote and sent this letter to Mr. King. The School Board has no privilege in Mr. Hawkins' work product.

28. Indeed, in the Second Response, the School Board abandons the "work product" claim and attempts to ground the refusal to produce on arguments that (1) the letter is "maintained" by King's law firm, not the School Board, and (2) the first two pages are not in the possession of Richmond Public Schools.

29. This is a disingenuous excuse. As the School Board's attorney, it is hornbook law that King is its agent. *See, e.g., Va. Elec. & Power Co. v. Bowers*, 181 Va. 542 (1943). In that role, King received what appears to be a demand letter or settlement offer from Sheeran's attorney and shared that letter with the School Board. The letter, thus, is "in the possession of [the School Board or its] agent[] in the transaction of public business" and is a public record subject to disclosure.

30. As to requested records that are withheld in part, Va. Code § 2.2-3704.B.2 requires that the School Board's response "shall identify with reasonable particularity the subject matter of withheld portions, and cite, as to each category of withheld records, the specific Code section that authorizes the withholding of the records."

31. There being no specific Code section that authorizes the withholding of the first two pages of the Hawkins letter, the School Board is in violation of this requirement of the Act as well.



## **The School Board Must Produce the Agreement**

32. The Second Response admits the existence of an Agreement with Sheeran. However, the School Board belatedly refuses to produce that Agreement on grounds that it is a contract settling an employee employment dispute, held confidential as a personnel record. That Agreement, however, was responsive to Butcher's initial Request because it was, as the School Board admitted, an amendment to Sheeran's employment contract.

33. By failing to timely admit the existence of that document in the First Response and to timely invoke a lawful exclusion from disclosure, the School Board violated the Act and waived its ability to invoke the personnel record exception in its untimely Second Response.

### **Bases for Relief**

34. As set forth above, the School Board has violated the Act in the following respects:

- The First and Second Responses only refer to records "in the possession of Richmond Public Schools" and fail to respond to the request for *all* records "prepared or owned by, or in the possession of [the School Board] or its officers, employees or agents in the transaction of public business." This failure to respond is a violation of the Act.
- The School Board's first excuse for not producing the first two pages of the Hawkins letter ("work product") was patently unlawful.
- The School Board's second excuse (document held by King, not the School Board) was both untimely and unlawful.

- The School Board's response to Butcher's request for a copy of the Agreement, which the School Board admits amended Sheeran's employment contract, was untimely.

35. These violations have occurred in spite of a prior suit by Butcher against the School Board, *Butcher v. School Bd.*, No. CH03-1165 (July 16, 2003), which arose out of the School Board's utter failure to respond to Butcher's request for public records. That case was resolved by a settlement agreement (attached hereto as Exhibit 5) in which the School Board represented that it would, *inter alia*, adopt a statement that its employees are required to comply with the Act and that it would require appropriate administrative staff persons to undergo training regarding the Act. The present case demonstrates that the School Board's covenant has been ineffective to accomplish its purpose.

36. In light of the School Board's pattern of violations of the Act and the provision of the Act authorizing a remedy for a single violation, the court should impose remedies to correct the current violations and to assure that the School Board will eschew its lawless behavior in the future.

### **CONCLUSION AND REQUEST FOR RELIEF**

For the reasons stated above and at the hearing of this matter, Butcher respectfully requests the Court to:

A. Enjoin the School Board to immediately make a complete response to the FOIA Request and to produce all public records that are responsive to that Request;

B. Enjoin the School Board to immediately produce the first two (2) pages of

the Hawkins letter;

C. Enjoin the School Board to immediately produce the Agreement with Sheeran;

D. Enjoin the School Board to immediately make a complete response to the Butcher's further Requests and to produce all responsive records;

E. Permanently enjoin the School Board to require lawful responses to any future requests from Butcher; and

F. Award judgment for Butcher's costs and attorney's fees.

Dated: January 29, 2008

JOHN BUTCHER



By: /s/Steven S. Biss

Steven S. Biss (VSB # 32972)

P.O. Box 592

Richmond, Virginia 23219

Telephone: (804) 861-8733

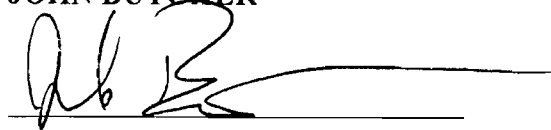
Mobile: (804) 501-8272

Facsimile: (202) 318-4098

Email: [\*\*stevenbiss@earthlink.net\*\*](mailto:stevenbiss@earthlink.net)

*Counsel for the Plaintiff*

JOHN BUTCHER



Date: January 28, 2008

**VERIFICATION**

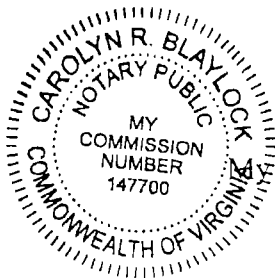
State of Virginia  
At Large

Signed, sworn, and acknowledged before me this 28<sup>th</sup> day of January 2008

by John Butcher.



Notary Public



My commission expires: July 31, 2010

**John**

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**From:** John [johnrbutcher@earthlink.net]  
**Sent:** Monday, January 14, 2008 4:00 PM  
**To:** Deborah Jewell-Sherman (djewell@richmond.k12.va.us)  
**Cc:** 'bking@hclawfirm.com'  
**Subject:** Freedom of Information Act Request  
**Attachments:** image001.png

Ms. Jewell-Sherman,

I am a Citizen of the Commonwealth and a resident of the City of Richmond at the address set out below. Under the authority of the Virginia Freedom of Information Act, I request an opportunity to inspect and copy the following public records, as that term is defined at Va. Code § 2.2-3701, that are prepared, owned, or in the possession of the Richmond School Board or its officers, employees or agents in the transaction of public business:

- The most recent employment contract of Mr. Thomas Sheeran;
- All amendments to that contract made during the past year;
- All correspondence to and from Mr. Sheeran or his agent or attorney during the past six months; and
- Any summary of payments made to Mr. Sheeran that includes payments made during the past six months; in the event there is no such summary, all records of payments to Mr. Sheeran during that period.

If any record responsive to this request exists in electronic form, I request that you provide it by posting it to the School Board web site or EMailing it to me at [JohnRButcher@earthlink.net](mailto:JohnRButcher@earthlink.net).

In the event you elect to withhold any public record responsive to this request, for each such record please:

- Identify the record withheld by date, author, title, and summary or purpose of the record;
- Identify all persons outside your office to whom the record has been shown or to whom copies have been furnished; and



- State specifically the statutory exemption under which the School Board elects to withhold the record.

If you elect to charge me part or all of the actual cost incurred in accessing, supplying, copying, or searching for the requested records, please estimate the total charges beforehand. If those total charges exceed \$100, please notify me before you copy any records and please provide me any record that sets forth the basis of the estimate for the charges.

Please call me at 232-8815 if I can answer any question regarding this request. You also can reach me by email at [johnrbutcher@earthlink.net](mailto:johnrbutcher@earthlink.net).

I look forward to hearing from you as promptly as possible and, in any event, within the five work days provided by the Act. I prefer that the response be by email.

=====

John Butcher  
4208 Riverside Drive  
Richmond, Virginia 23225  
804.232.8815



God made the Idiot for practice, and then He made the School Board.  
-- Mark Twain

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**RICHMOND CITY PUBLIC SCHOOLS**

Harold Fitrer, Ed.D.  
Assistant Superintendent,  
Administrative & Support Services

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January 22, 2008

**VIA E-MAIL**

Mr. John Butcher  
4208 Riverside Drive  
Richmond, Virginia 23225  
johnrbutcher@earthlink.net

Re: Freedom of Information Act Request

Dear Mr. Butcher:

This letter serves as the response of Richmond Public Schools (RPS) to your Freedom of Information Act Request dated January 14, 2008. You requested "the most recent employment contract of Mr. Thomas Sheeran." In response to this request, we have attached a copy of the most recent employment contract for Mr. Sheeran.

You further requested records relating to "all amendments to that contract made during the past year." Please be advised that there are no documents in the possession of RPS which amend Mr. Sheeran's employment contract during the past year.

You further requested "all correspondence to and from Mr. Sheeran or his agent or attorney during the past six months." In response to this request, we have attached a copy of a portion of a December 20, 2007 letter from Mr. Sheeran's attorney to counsel for RPS which was released outside of a closed meeting. The remainder of the letter was not released outside the closed meeting and remains confidential pursuant to section 2.2-3705.1(3) of the Code of Virginia. Thus, RPS declines to release the remainder of the letter. There are no other such documents in RPS' possession.

Finally, you requested "any summary of payments made to Mr. Sheeran that includes payments made during the past six months." In response to this request, we have attached payroll records for Mr. Sheeran pertaining to the dates requested.

Please feel free to contact me should you have any additional questions.

Sincerely,

Harold Fitrer, Ed.D.  
Assistant Superintendent  
Administrative & Support Services



**RICHMOND PUBLIC SCHOOLS**

**NOTICE OF APPOINTMENT**

THIS 4 DAY OF JUNE 07, THE SCHOOL BOARD  
OF THE CITY OF RICHMOND APPOINTED SHEERAN, THOMAS E.  
TO THE POSITION OF ASSISTANT SUPT FINANCE/OPERATIONS FOR  
THE PERIOD OF 7/01/07 - 6/30/08 AT  
ANNUAL SALARY OF 127,983 GRADE 24  
THE INSTALLMENTS. THE FOLLOWING AMOUNT(S) WILL BE ADDED TO THE SALARY AND  
PAID IN SEMI-MONTHLY INSTALLMENTS:

THE CONTRACT IS CONTINGENT UPON THE CONTINUING AVAILABILITY OF FUNDS  
DURING THE TERM OF THE CONTRACT.

YOU WILL BE EXPECTED TO COMPLY WITH ALL POLICIES, RULES, AND REGULATIONS  
NOW OR HEREAFTER IN EFFECT DURING YOUR EMPLOYMENT.

IF YOU ARE WILLING TO ACCEPT THIS APPOINTMENT, PLEASE SIGN AND RETURN THE  
ORIGINAL COPY OF THIS NOTICE OF APPOINTMENT WITHIN ONE WEEK FROM THE ABOVE  
DATE.

Angela C. Lewis  
CLERK OF BOARD

I HEREBY ACCEPT THE APPOINTMENT DESCRIBED ABOVE.

Thomas E. Sheeran  
SIGNATURE

6-12-07  
DATE



improper actions that occurred immediately after his resignation. While we believe that the distress caused to Mr. Sheeran and his family by these actions is actually worth far more, we are willing to forego any such claims in the spirit of compromise.

On the other hand, if the Board and its members are not agreeable to the above proposal, then Mr. Sheeran firmly believes that it is necessary for him to keep his legal options open. To this end, Mr. Sheeran will sign the Agreement with its current "Separation Date," so long as the release language under "paragraph 3" is modified as follows:

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 (but only to the extent they are acting in their official capacities and within the scope of their official duties), officers (but only to the extent they are acting in their official capacities and within the scope of their official duties), including Jewell-Sherman (but only to the extent she is acting in her official capacities and within the scope of her official duties), agents (but only to the extent they are acting in their official capacities and acting within the scope of their official duties and/or within the scope of their employment), servants (but only to the extent they are acting in their official capacities and acting within the scope of their official duties and/or within the scope of their employment), employees (but only to the extent they are acting in their official capacities and acting within the scope of their official duties and/or within the scope of their employment), representatives (but only to the extent they are acting in their official capacities and acting within the scope of their official duties and/or within the scope of their employment), 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/resignation, or any other transactions, occurrences, acts, or omissions of 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 of local ordinance relating to discrimination in employment.

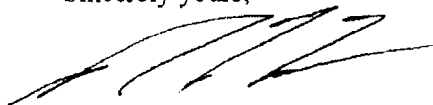
Bradford A. King  
December 20, 2007  
Page 4

Nothing herein is intended to, or does, waive, release, or discharge any claims by the parties against each other for any conduct, whether or not referencing, relating to, or pertaining to Sheeran's prior employment relationship with the School Board or his termination/resignation, that occurs subsequent to the date of the execution of this agreement

Obviously, this language creates a much narrower release than the one initially proposed in the Agreement. However, it preserves Mr. Sheeran's legal rights, should he wish to pursue them, with respect to the conduct that occurred immediately following his resignation.

I thank for your attention to these proposals and I look forward to your prompt response, preferably by Wednesday, **December 26, 2007**.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Richard F. Hawkins, III', with a stylized, cursive script.

Richard F. Hawkins, III

cc: Thomas Sheeran

PROG: PAI.510  
 DATE: 1/14/08  
 TIME: 11:07:10

RICHMOND PUBLIC SCHOOLS  
 Payroll Check Report--Regular, Replaced, and Voided  
 4 - ALL CHECKS

1/01/06 TO 1/14/08

Employee	Descriptions	Ref 1	Ref 2	Pay Amount	Subject To Amount	Employee Amount	Employer Amount
7/12/07	Check: 1186498 WAC	791126579	DD				
	E LIFE OVER \$50000 TAXABLE	ASOFOP 2		23.92			
	ASSISTANT SUPT FINANCE AND OPT	ASOFOP 1		5,358.38			
	RETIRE 12 MO PROF 40216	VR12P			5,358.37	.00	881.99
	VIRGINIA STATE INCOME TAX	TAX VA			5,127.73	276.93-	.00
	FEDERAL INCOME TAX	TAX US			5,127.73	834.55-	.00
	ANTHEM CLASSIC EE & FAMILY	HCTWF1			5,358.38	189.57-	341.96
	LIFE OVER \$50000 TAXABLE	GTLBAS				23.92-	.00
	GROUP LIFE INS 12MOS 40216	GRLF12			5,358.37	.00	53.58
	SPENDING HEALTH	FLEX-H				65.00-	.00
	FICA MEDICARE	FICA USX			5,127.73	74.35-	74.35
	SOCIAL SECURITY 6.2%	FICA US			5,127.73	317.92-	317.92
	SPEND HEALTH CARE ADM. FEE	FHC FEE				.00	.00
	LONG TERM DISABIL. BUY UP	BUY UP				18.21-	.00
	<b>Total for Check</b>	<b>Net:</b>	<b>3,581.85</b>	<b>5,382.30</b>		<b>1,800.45-</b>	<b>1,669.80</b>
7/31/07	Check: 1190631 WAC	791126579	DD				
	E LIFE OVER \$50000 TAXABLE	ASOFOP 2		23.92			
	ASSISTANT SUPT FINANCE AND OPT	ASOFOP 1		5,358.37			
	RETIRE 12 MO PROF 40216	VR12P			5,358.37	.00	881.99
	VIRGINIA STATE INCOME TAX	TAX VA			5,127.72	276.93-	.00
	FEDERAL INCOME TAX	TAX US			5,127.72	834.55-	.00
	ANTHEM CLASSIC EE & FAMILY	HCTWF1			5,358.37	189.57-	341.96
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	SPENDING HEALTH	FLEX-H				65.00-	.00
	FICA MEDICARE	FICA USX			5,127.72	74.35-	74.35
	SOCIAL SECURITY 6.2%	FICA US			5,127.72	317.92-	317.92
	SPEND HEALTH CARE ADM. FEE	FHC FEE				.00	.00
	LONG TERM DISABIL. BUY UP	BUY UP				18.21-	.00
	<b>Total for Check</b>	<b>Net:</b>	<b>3,581.84</b>	<b>5,382.29</b>		<b>1,800.45-</b>	<b>1,669.80</b>
8/15/07	Check: 1194576 WAC	791126579	DD				
	E LIFE OVER \$50000 TAXABLE	ASOFOP 2		23.92			
	ASSISTANT SUPT FINANCE AND OPT	ASOFOP 1		5,358.38			
	RETIRE 12 MO PROF 40216	VR12P			5,358.37	.00	881.99
	VIRGINIA STATE INCOME TAX	TAX VA			5,127.73	276.93-	.00
	FEDERAL INCOME TAX	TAX US			5,127.73	834.55-	.00
	ANTHEM CLASSIC EE & FAMILY	HCTWF1			5,358.38	189.57-	341.96
	LIFE OVER \$50000 TAXABLE	GTLBAS				23.92-	.00
	GROUP LIFE INS 12MOS 40216	GRLF12			5,358.37	.00	53.58
	SPENDING HEALTH	FLEX-H				65.00-	.00
	FICA MEDICARE	FICA USX			5,127.73	74.35-	74.35
	SOCIAL SECURITY 6.2%	FICA US			5,127.73	317.92-	317.92
	SPEND HEALTH CARE ADM. FEE	FHC FEE				.00	.00
	LONG TERM DISABIL. BUY UP	BUY UP				18.21-	.00
	<b>Total for Check</b>	<b>Net:</b>	<b>3,581.85</b>	<b>5,382.30</b>		<b>1,800.45-</b>	<b>1,669.80</b>

PROG: PAI.510  
 DATE: 1/14/08  
 TIME: 11:07:10

RICHMOND PUBLIC SCHOOLS  
 Payroll Check Report--Regular, Replaced, and Voided  
 4 - ALL CHECKS

1/01/06 TO 1/14/08

Employee	Descriptions	Ref 1	Ref 2	Pay Amount	Subject To Amount	Employee Amount	Employer Amount
8/31/07	Check: 1197970 WAC	791126579	DD				
	E LIFE OVER \$50000 TAXABLE	ASOFOP 2		23.92			
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	RETIRE 12 MO PROF 40216	VRC12P			5,358.37	.00	881.99
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	FICA MEDICARE	FICA USX			5,127.72	74.35-	74.35
	SOCIAL SECURITY 6.2%	FICA US			5,127.72	317.92-	317.92
	SPEND HEALTH CARE ADM. FEE	FHCREE				.00	.00
	LONG TERM DISABIL. BUY UP	BUY UP				18.21-	.00
	<b>Total for Check</b>	<b>Net:</b>	<b>3,581.84</b>	<b>5,382.29</b>		<b>1,800.45-</b>	<b>1,669.80</b>
9/14/07	Check: 1201124 WAC	791126579	DD				
	E LIFE OVER \$50000 TAXABLE	ASOFOP 2		23.92			
	ASSISTANT SUPT FINANCE AND OPT	ASOFOP 1		5,358.38			
	RETIRE 12 MO PROF 40216	VRC12P			5,358.37	.00	881.99
	VIRGINIA STATE INCOME TAX	TAX VA			5,127.73	276.93-	.00
	FEDERAL INCOME TAX	TAX US			5,127.73	834.55-	.00
	ANTHEM CLASSIC EE & FAMILY	HCTWF1			5,358.38	189.57-	341.96
	LIFE OVER \$50000 TAXABLE	GTLBAS				23.92-	.00
	GROUP LIFE INS 12MOS 40216	GRLF12			5,358.37	.00	53.58
	SPENDING HEALTH	FLEX-H				65.00-	.00
	FICA MEDICARE	FICA USX			5,127.73	74.35-	74.35
	SOCIAL SECURITY 6.2%	FICA US			5,127.73	317.92-	317.92
	SPEND HEALTH CARE ADM. FEE	FHCREE				.00	.00
	LONG TERM DISABIL. BUY UP	BUY UP				18.21-	.00
	<b>Total for Check</b>	<b>Net:</b>	<b>3,581.85</b>	<b>5,382.30</b>		<b>1,800.45-</b>	<b>1,669.80</b>
9/28/07	Check: 1204566 WAC	791126579	DD				
	E LIFE OVER \$50000 TAXABLE	ASOFOP 2		23.92			
	ASSISTANT SUPT FINANCE AND OPT	ASOFOP 1		5,358.37			
	RETIRE 12 MO PROF 40216	VRC12P			5,358.37	.00	881.99
	VIRGINIA STATE INCOME TAX	TAX VA			5,127.72	276.93-	.00
	FEDERAL INCOME TAX	TAX US			5,127.72	834.55-	.00
	ANTHEM CLASSIC EE & FAMILY	HCTWF1			5,358.37	189.57-	341.96
	LIFE OVER \$50000 TAXABLE	GTLBAS				23.92-	.00
	GROUP LIFE INS 12MOS 40216	GRLF12			5,358.37	.00	53.58
	SPENDING HEALTH	FLEX-H				65.00-	.00
	FICA MEDICARE	FICA USX			5,127.72	74.35-	74.35
	SOCIAL SECURITY 6.2%	FICA US			5,127.72	317.92-	317.92
	SPEND HEALTH CARE ADM. FEE	FHCREE				.00	.00
	LONG TERM DISABIL. BUY UP	BUY UP				18.21-	.00
	<b>Total for Check</b>	<b>Net:</b>	<b>3,581.84</b>	<b>5,382.29</b>		<b>1,800.45-</b>	<b>1,669.80</b>

PROG: PAI.510  
 DATE: 1/14/08  
 TIME: 11:07:10

RICHMOND PUBLIC SCHOOLS  
 Payroll Check Report--Regular, Replaced, and Voided  
 4 - ALL CHECKS

Employee	Descriptions	Ref 1	Ref 2	Pay Amount	Subject To Amount	Employee Amount	Employer Amount
10/15/07	Check: 1208129 WAC	791126579	DD				
	E LIFE OVER \$50000 TAXABLE	ASOFOP 2		23.92			
	ASSISTANT SUPT FINANCE AND OPT	ASOFOP 1		5,358.38			
	RETIRE 12 MO PROF 40216	VRC12P			5,358.37	.00	881.99
	VIRGINIA STATE INCOME TAX	TAX VA			5,127.73	276.93-	.00
	FEDERAL INCOME TAX	TAX US			5,127.73	834.55-	.00
	ANTHEM CLASSIC EE & FAMILY	HCTWF1			5,358.38	189.57-	341.96
	LIFE OVER \$50000 TAXABLE	GTLBAS				23.92-	.00
	GROUP LIFE INS 12MOS 40216	GRLF12			5,358.37	.00	53.58
	SPENDING HEALTH	FLEX-H				65.00-	.00
	FICA MEDICARE	FICA USX			5,127.73	74.35-	74.35
	SOCIAL SECURITY 6.2%	FICA US			5,127.73	317.92-	317.92
	SPEND HEALTH CARE ADM. FEE	FHCFEE				.00	.00
	LONG TERM DISABIL. BUY UP	BUY UP				18.21-	.00
	<b>Total for Check</b>	<b>Net:</b>	<b>3,581.85</b>	<b>5,382.30</b>		<b>1,800.45-</b>	<b>1,669.80</b>
10/31/07	Check: 1211698 WAC	791126579	DD				
	E LIFE OVER \$50000 TAXABLE	ASOFOP 2		23.92			
	ASSISTANT SUPT FINANCE AND OPT	ASOFOP 1		5,358.37			
	RETIRE 12 MO PROF 40216	VRC12P			5,358.37	.00	881.99
	VIRGINIA STATE INCOME TAX	TAX VA			5,127.72	276.93-	.00
	FEDERAL INCOME TAX	TAX US			5,127.72	834.55-	.00
	ANTHEM CLASSIC EE & FAMILY	HCTWF1			5,358.37	189.57-	341.96
	LIFE OVER \$50000 TAXABLE	GTLBAS				23.92-	.00
	GROUP LIFE INS 12MOS 40216	GRLF12			5,358.37	.00	53.58
	SPENDING HEALTH	FLEX-H				65.00-	.00
	FICA MEDICARE	FICA USX			5,127.72	74.35-	74.35
	SOCIAL SECURITY 6.2%	FICA US			2,530.00	156.80-	156.80
	SPEND HEALTH CARE ADM. FEE	FHCFEE				.00	.00
	LONG TERM DISABIL. BUY UP	BUY UP				18.21-	.00
	<b>Total for Check</b>	<b>Net:</b>	<b>3,742.96</b>	<b>5,382.29</b>		<b>1,639.33-</b>	<b>1,508.68</b>
11/15/07	Check: 1215327 WAC	791126579	DD				
	E LIFE OVER \$50000 TAXABLE	ASOFOP 2		23.92			
	ASSISTANT SUPT FINANCE AND OPT	ASOFOP 1		5,358.38			
	RETIRE 12 MO PROF 40216	VRC12P			5,358.37	.00	881.99
	VIRGINIA STATE INCOME TAX	TAX VA			5,127.73	276.93-	.00
	FEDERAL INCOME TAX	TAX US			5,127.73	834.55-	.00
	ANTHEM CLASSIC EE & FAMILY	HCTWF1			5,358.38	189.57-	341.96
	LIFE OVER \$50000 TAXABLE	GTLBAS				23.92-	.00
	GROUP LIFE INS 12MOS 40216	GRLF12			5,358.37	.00	53.58
	SPENDING HEALTH	FLEX-H				65.00-	.00
	FICA MEDICARE	FICA USX			5,127.73	74.35-	74.35
	SOCIAL SECURITY 6.2%	FICA US				.00	.00
	SPEND HEALTH CARE ADM. FEE	FHCFEE				.00	.00
	LONG TERM DISABIL. BUY UP	BUY UP				18.21-	.00
	<b>Total for Check</b>	<b>Net:</b>	<b>3,899.77</b>	<b>5,382.30</b>		<b>1,482.53-</b>	<b>1,351.88</b>

PROG: PAI.510  
 DATE: 1/14/08  
 TIME: 11:07:10

RICHMOND PUBLIC SCHOOLS  
 Payroll Check Report--Regular, Replaced, and Voided  
 4 - ALL CHECKS

1/01/06 TO 1/14/08

Employee	Descriptions	Ref 1	Ref 2	Pay Amount	Subject To Amount	Employee Amount	Employer Amount
11/30/07	Check: 1218975 WAC 791126579 DD						
	E LIFE OVER \$50000 TAXABLE	ASOFOP	2	23.92			
	ASSISTANT SUPT FINANCE AND OPT	ASOFOP	1	5,358.37			
	RETIRE 12 MO PROF 40216	VRC12P			5,358.37	.00	881.99
	VIRGINIA STATE INCOME TAX	TAX	VA	5,127.72		276.93-	.00
	FEDERAL INCOME TAX	TAX	US	5,127.72		834.55-	.00
	ANTHEM CLASSIC EE & FAMILY	HCTWF1		5,358.37		189.57-	341.96
	LIFE OVER \$50000 TAXABLE	GTLBAS				23.92-	.00
	GROUP LIFE INS 12MOS 40216	GRLF12		5,358.37		.00	53.58
	SPENDING HEALTH	FLEX-H				65.00-	.00
	FICA MEDICARE	FICA	USX	5,127.72		74.35-	74.35
	SOCIAL SECURITY 6.2%	FICA	US			.00	.00
	SPEND HEALTH CARE ADM. FEE	FHCFFEE				.00	.00
	LONG TERM DISABIL. BUY UP	BUY UP				18.21-	.00
	<b>Total for Check</b>	<b>Net:</b>	<b>3,899.76</b>	<b>5,382.29</b>		<b>1,482.53-</b>	<b>1,351.88</b>
12/07/07	Check: 1219735 WAC 791126579 DD						
	E LIFE OVER \$50000 TAXABLE	ASOFOP	2	23.92			
	ASSISTANT SUPT FINANCE AND OPT	ASOFOP	1	5,358.38			
	RETIRE 12 MO PROF 40216	VRC12P			5,358.37	.00	881.99
	VIRGINIA STATE INCOME TAX	TAX	VA	5,127.73		276.93-	.00
	FEDERAL INCOME TAX	TAX	US	5,127.73		834.55-	.00
	ANTHEM CLASSIC EE & FAMILY	HCTWF1		5,358.38		189.57-	341.96
	LIFE OVER \$50000 TAXABLE	GTLBAS				23.92-	.00
	GROUP LIFE INS 12MOS 40216	GRLF12		5,358.37		.00	53.58
	SPENDING HEALTH	FLEX-H				65.00-	.00
	FICA MEDICARE	FICA	USX	5,127.73		74.35-	74.35
	SOCIAL SECURITY 6.2%	FICA	US			.00	.00
	SPEND HEALTH CARE ADM. FEE	FHCFFEE				.00	.00
	LONG TERM DISABIL. BUY UP	BUY UP				18.21-	.00
	<b>Total for Check</b>	<b>Net:</b>	<b>3,899.77</b>	<b>5,382.30</b>		<b>1,482.53-</b>	<b>1,351.88</b>
12/14/07	Check: 1223394 WAC 791126579 DD						
	E LIFE OVER \$50000 TAXABLE	ASOFOP	2	23.92			
	ASSISTANT SUPT FINANCE AND OPT	ASOFOP	1	5,358.37			
	RETIRE 12 MO PROF 40216	VRC12P			5,358.37	.00	881.99
	VIRGINIA STATE INCOME TAX	TAX	VA	5,127.72		276.93-	.00
	FEDERAL INCOME TAX	TAX	US	5,127.72		834.55-	.00
	ANTHEM CLASSIC EE & FAMILY	HCTWF1		5,358.37		189.57-	341.96
	LIFE OVER \$50000 TAXABLE	GTLBAS				23.92-	.00
	GROUP LIFE INS 12MOS 40216	GRLF12		5,358.37		.00	53.58
	SPENDING HEALTH	FLEX-H				65.00-	.00
	FICA MEDICARE	FICA	USX	5,127.72		74.35-	74.35
	SOCIAL SECURITY 6.2%	FICA	US			.00	.00
	SPEND HEALTH CARE ADM. FEE	FHCFFEE				.00	.00
	LONG TERM DISABIL. BUY UP	BUY UP				18.21-	.00
	<b>Total for Check</b>	<b>Net:</b>	<b>3,899.76</b>	<b>5,382.29</b>		<b>1,482.53-</b>	<b>1,351.88</b>

PROG: PAI.510  
 DATE: 1/17/08  
 TIME: 10:25:19

RICHMOND PUBLIC SCHOOLS  
 Payroll Check Report--Regular, Replaced, and Voided  
 4 - ALL CHECKS

1/01/08 TO 1/17/08

Employee	Descriptions	Ref 1	Ref 2	Pay Amount	Subject To Amount	Employee Amount	Employer Amount
SHEERAN, THOMAS E.							
1/15/08	Check: 1227100 WAC		791126579 DD				
	E LIFE OVER \$50000 TAXABLE		ASOFOP 2	23.92			
	ASSISTANT SUPT FINANCE AND OPT		ASOFOP 1	5,358.38			
	RETIRE 12 MO PROF 40216		VRC12P		5,358.37	.00	881.99
	VIRGINIA STATE INCOME TAX		TAX VA		5,127.73	276.93-	.00
	FEDERAL INCOME TAX		TAX US		5,127.73	834.55-	.00
	ANTHEM CLASSIC EE & FAMILY		HCTWF1		5,358.38	189.57-	341.96
	LIFE OVER \$50000 TAXABLE		GTLBAS			23.92-	.00
	GROUP LIFE INS 12MOS 40216		GRLF12		5,358.37	.00	53.58
	SPENDING HEALTH		FLEX-H			65.00-	.00
	FICA MEDICARE		FICA USX		5,127.73	74.35-	74.35
	SOCIAL SECURITY 6.2%		FICA US		5,127.73	317.92-	317.92
	LONG TERM DISABIL. BUY UP		BUY UP			18.21-	.00
	<b>Total for Check</b>	<b>Net:</b>	<b>3,581.85</b>	<b>5,382.30</b>		<b>1,800.45-</b>	<b>1,669.80</b>

Summary Totals for Employee # (Excludes voided checks):

	E LIFE OVER \$50000 TAXABLE		GTLBAS 2	23.92			
	ASSISTANT SUPT FINANCE AND OPT		ASOFOP 1	5,358.38			
	RETIRE 12 MO PROF 40216		VRC12P		5,358.37	.00	881.99
	VIRGINIA STATE INCOME TAX		TAX VA		5,127.73	276.93-	.00
	FEDERAL INCOME TAX		TAX US		5,127.73	834.55-	.00
	ANTHEM CLASSIC EE & FAMILY		HCTWF1		5,358.38	189.57-	341.96
	LIFE OVER \$50000 TAXABLE		GTLBAS			23.92-	.00
	GROUP LIFE INS 12MOS 40216		GRLF12		5,358.37	.00	53.58
	SPENDING HEALTH		FLEX-H			65.00-	.00
	FICA MEDICARE		FICA USX		5,127.73	74.35-	74.35
	SOCIAL SECURITY 6.2%		FICA US		5,127.73	317.92-	317.92
	LONG TERM DISABIL. BUY UP		BUY UP			18.21-	.00
	<b>Total for Employee</b>	<b>Net:</b>	<b>3,581.85</b>	<b>5,382.30</b>		<b>1,800.45-</b>	<b>1,669.80</b>
	(Excludes voided checks)						
	<b>Total for Report</b>	<b>Net:</b>	<b>3,581.85</b>	<b>5,382.30</b>		<b>1,800.45-</b>	<b>1,669.80</b>
	(Excludes voided checks)						

**John**

---

**From:** John [johnrbutcher@earthlink.net]  
**Sent:** Wednesday, January 23, 2008 9:00 PM  
**To:** 'Harold Fitrer'  
**Cc:** 'bking@hclawfirm.com'  
**Subject:** RE: FOIA Response  
**Attachments:** image001.gif; image002.gif

Dr. Fitrer,

Upon rereading your letter, I notice that you qualify your response in the second paragraph by saying there are no such documents "in the possession of RPS." The Act and my request reach all records "prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business." Thus, your response regarding only records in the possession of RPS is incomplete. Please let me have by close of business Thursday, January 24, either the responsive records not yet produced or a complete response that there are no such records.

John Butcher

**From:** John [mailto:johnrbutcher@earthlink.net]  
**Sent:** Wednesday, January 23, 2008 2:47 PM  
**To:** 'Harold Fitrer'  
**Cc:** 'bking@hclawfirm.com'  
**Subject:** RE: FOIA Response

Dr. Fitrer,

Thank you for your response. Because the response is incomplete, it raises an issue under the Freedom of Information Act. In addition, the partial response you have provided suggests that I might want to make a further request for public records.

You have produced pages 3 and 4 of a December 20 letter from Richard Hawkins, Mr. Sheeran's attorney, to Mr. King, the Board's attorney. You did not produce the first two pages; you assert that they are exempt from disclosure under Code § 2.2-3705.1(3).

That statute provides:

The following records are excluded from the provisions of this chapter but may be disclosed by the custodian in his discretion, except where such disclosure is prohibited by law:

\* \* \*





3. Legal memoranda and other work product compiled specifically for use in litigation or for use in an active administrative investigation concerning a matter that is properly the subject of a closed meeting under § 2.2-3711.

The work product doctrine “protects an attorney from opening his files for inspection by an opposing attorney.” *Rakes v. Fulcher*, 210 Va. 542, 546 (1970). The statute you cited protects the Board from disclosing Mr. King’s work product to, e.g., Mr. Sheeran’s attorney. The letter in question, however, is not Mr. King’s work product. It is a demand letter from Mr. Sheeran’s attorney. It does not reveal Mr. King’s “mental processes,” *United States v. Nobles*, 422 U.S. 225, 238, 45 L.Ed.2d 141, 95 S.Ct. 2160 (1975), which would be protected; it contains Mr. Hawkins’ demand upon the Board. Mr. Hawkins’ request cannot possibly be protected from disclosure to Mr. King because Mr. Hawkins wrote this letter to Mr. King; in any event, the Board has no privilege in Mr. Hawkins’ work product.

Please produce the first two pages of Mr. Hawkins’ letter by close of business on Thursday, January 23.

Next, the portion of Mr. Hawkins’ letter that you have produced discusses an “Agreement.” To the extent that Agreement is not contained in the first two pages of Mr. Hawkins’ letter, I request an opportunity to inspect and copy it and any correspondence that accompanies it or replies to it.

Finally, I request an opportunity to inspect and copy any agreement with Mr. Sheeran made during the past six months, including particularly the agreement that keeps him being paid although he has left Richmond, and any agreement with any other person made during the past six months regarding Mr. Sheeran or his employment or the conditions or termination of his employment.

John Butcher

=====  
John Butcher  
4208 Riverside Drive  
Richmond, Virginia 23225  
804-232-8815  
=====

**From:** Harold Fitrer [mailto:hfitrer@richmond.k12.va.us]  
**Sent:** Tuesday, January 22, 2008 5:51 PM  
**To:** johnrbutcher@earthlink.net  
**Cc:** 'Robyn N. Seabrook'  
**Subject:** FOIA Response

Please see attached FOIA response.

*Harold Fitrer, Ed.D.*

*Assistant Superintendent. Administrative and Support Services*

*301 N. Ninth Street*

*Richmond, Virginia 23219*

*Telephone- 804-780-7693*

*Fax- 804-644-  
8120*



**RICHMOND CITY PUBLIC SCHOOLS**

Harold Fitrer, Ed.D.  
Assistant Superintendent,  
Administrative & Support Services

January 24, 2008

**VIA E-MAIL**

Mr. John Butcher  
4208 Riverside Drive  
Richmond, Virginia 23225

Re: Freedom of Information Act Request

Dear Mr. Butcher:

I am in receipt of your January 23, 2008 email regarding your Freedom of Information Act request. You submitted an initial FOIA request on January 14, 2008 to which I timely responded on January 22<sup>nd</sup>. Your most recent email refers to my January 22<sup>nd</sup> response as "partial" and "incomplete." You assert that Richmond Public Schools (RPS) is compelled to release the first two pages of a letter written from Thomas Sheeran's attorney to School Board counsel, Brad King. You also request additional documents.

First, RPS again declines to release the first two pages of the December 20, 2007 letter from Mr. Sheeran's attorney, Robert Hawkins. This letter is marked "Confidential Settlement Communication" because it refers to personnel matters and matters to be properly addressed in closed session. The last two pages were released only to Board members and for a limited purpose. Thus, this is the only portion of the letter released outside of closed session.

The letter is addressed to Brad King, who is a Partner with Harrell & Chambliss LLP, a private law firm. The letter is maintained in its entirety by Harrell & Chambliss. The lawyers of that firm are not public employees or public officials and Harrell & Chambliss is not a "public body" within the meaning of FOIA. See, Code of Virginia section 2.2-3701 (definition of "public body"). Therefore, neither Harrell & Chambliss nor its lawyers are subject to the provisions of the FOIA. Additionally, the first two pages of the letter do not qualify as a "public record" within the meaning of FOIA because they are not in the possession of Richmond Public Schools. See, Code of Virginia section 2.2-3701 (definition of "public record".) They are in the possession of Harrell & Chambliss. For the reasons stated above, RPS hereby denies your request to view the first two pages of the December 20, 2007 letter from Richard Hawkins.

You also request "an opportunity to inspect and copy" the agreement referenced in Richard Hawkins' December 20<sup>th</sup> letter along with "any correspondence that accompanies it or replies to it." RPS denies your request for the agreement referenced in the letter because any such agreement is exempt from release as a personnel record pursuant to FOIA sections 2.2-3705.1 (1) and 2.2-3705.8 (exempting agreements settling public employee disputes).



Mr. John Butcher

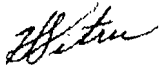
Page 2

January 24, 2008

Finally, you requested "an opportunity to inspect and copy any agreement with Mr. Sheeran made during the past six months, including particularly the agreement that keeps him paid although he has left RPS, and any agreement with any other person made during the past six months regarding Mr. Sheeran or his employment or the conditions or termination of his employment." RPS is not in possession of any document that would be responsive to your request. Furthermore, to the extent that RPS retains documents related to Thomas Sheeran's employment you are only entitled to view those documents specifically construed as "public records" under FOIA section 2.2-3705.8. You would not be entitled to view any of Thomas Sheeran's personnel records as they are exempt under section 2.2-3705.1.

Please let me know if you need anything further.

Sincerely,

A handwritten signature in cursive script, appearing to read "H. Fitrer".

Harold Fitrer, Ed.D.  
Assistant Superintendent  
Administrative & Support Services

**SETTLEMENT AGREEMENT**

This **SETTLEMENT AGREEMENT** (the "Agreement"), by and between John R. Butcher ("Butcher") and the School Board of the City of Richmond, Virginia (the "School Board")(collectively, the "Parties"), is made this 6<sup>th</sup> day of August, 2003.

**WITNESSETH:**

WHEREAS, Butcher filed a Verified Petition for Injunction (the "Petition") against the School Board alleging various violations of the Virginia Freedom of Information Act (the "Act") due to the Board's alleged failure to respond to requests for public records made pursuant to the Act, and seeking to enjoin the School Board from further violations of the Act, as well as attorney's fees and costs; and

WHEREAS, the School Board denies that it has violated any provisions of the Act; and

WHEREAS, the parties desire to settle finally all matters arising out of the Petition and enter into this Agreement; and

WHEREAS, it is expressly understood and agreed that this Agreement is made without any admission of any violation of the Act and is made purely by way of compromise and settlement of the matters arising out of the Petition.

THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. Subject to the terms and conditions of this Agreement, and in exchange for the promises of Butcher as set forth in Paragraph 2 of this Agreement, the School Board promises to:
  - (a) make an affirmative statement that the Board and/or its administrative staff will not willingly and/or knowingly violate any provisions of the Act;



(b) establish a policy and/or administrative procedure which shall include, but is not limited to :

- (i) a statement that employees are required to comply with the Act and are subject to disciplinary action, up to and including termination, if they willfully and/or knowingly fail to comply; and
- (ii) a process for tracking Freedom of Information Act requests as they are received, acknowledging receipt of requests; noting when responses are due; consulting with the school division's legal counsel as necessary; providing timely responses; and requesting an extension of time when it is not possible to respond within five (5) work days.

(c) require appropriate administrative staff persons to undergo training regarding the Act to ensure familiarity with its requirements as well as an understanding of the potential penalties associated with noncompliance, such training to be provided as needed or at some regular interval to be established by policy and/or procedure; and

(d) Pay Butcher's filing fees and court costs in the amount of \$78.00.

2. Subject to the terms and conditions of this Agreement, and in exchange for the promises of the School Board as set forth in Paragraph 1 of this Agreement, Butcher promises to execute an order to be entered by the Circuit Court of the City of Richmond, dismissing with prejudice his Petition and all matters in any way arising out of or related to it, known or unknown, foreseen or unforeseen.

3. The Parties recognize and agree that the mutual promises herein contained represent a good faith compromise of the matters raised in the Petition.

4. The Parties acknowledge and agree that the terms of this Agreement as provided herein are the sole and only considerations for this Agreement and no other representations, statements, promises or inducements have been made by or to any party to this Agreement other than as appear in this Agreement. The Agreement contains the entire agreement between the Parties and there is no agreement on the part of any person, firm or corporation to make any payment or to do any act or thing other than that which is expressly stated herein.

5. The School Board represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the School Board and do not and will not require any consent of any party that has not been obtained and declares that its terms have been completely read and are fully understood and voluntarily accepted by the School Board for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, on account of the actions above mentioned.

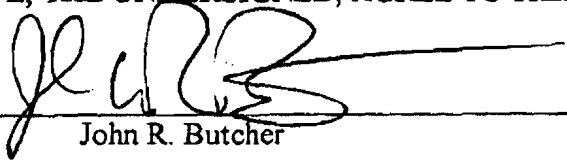
6. Butcher represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of Butcher and do not and will not require any consent of any party that has not been obtained and declares that its terms have been completely read and are fully understood and voluntarily accepted by him for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, on account of the actions above mentioned..

7. This Agreement shall be deemed executed in the Commonwealth of Virginia and subject to and constructed in accordance with the laws of the Commonwealth of Virginia.

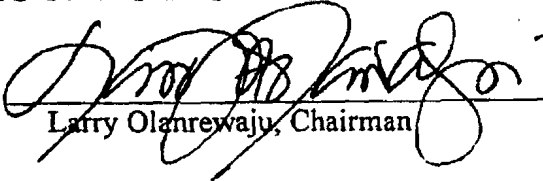
8. If any term or provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall not be affected.

9. The School Board and its counsel agree to execute and deliver all documents necessary to effect dismissal with prejudice of the Petition.

WE, THE UNDERSIGNED, AGREE TO THIS:

  
John R. Butcher

**CITY OF RICHMOND SCHOOL BOARD**

By:   
Larry Olanrewaju, Chairman