

SEPARATION AND SEVERANCE AGREEMENT

THIS SEPARATION AND SEVERANCE AGREEMENT (hereafter "this Agreement") is made this ___ day of _____, 2023, between **THE NEWPORT NEWS SCHOOL BOARD**, a body corporate in the Commonwealth of Virginia (hereinafter "the Board"), and **GEORGE PARKER III** (hereinafter, "the Superintendent" or "Employee").

WITNESSETH

WHEREAS, the Superintendent has been employed by the Board as the division superintendent for the Newport News Public Schools; and

WHEREAS, this employment relationship is memorialized by a "Superintendent's Employment Contract" dated the 15th day of December, 2020 (hereinafter "the Contract"); and

WHEREAS, the Board has decided to terminate the Contract and Superintendent's employment.

NOW, THEREFORE, the Board and Superintendent, agreeing to be bound hereby, and for and in consideration of the mutual promises and commitments specified herein, agree as follows:

1. The Board will terminate the Employee, without cause (as that term is defined in the Contract), effective February 1, 2023 (the "Termination Date"). The Board will complete the employer certification required by Virginia Retirement System (VRS) Form 8 upon request by VRS or Superintendent.
2. In lieu of the severance pay to which the Employee would have been entitled upon termination of his employment for reasons other than cause as defined in Virginia Code § 22.1-65, such severance pay being more fully described in Paragraph 4 of the Contract, the Board agrees as of the date of the termination to pay the Employee severance equal to two years of his current base salary plus benefits. Employee acknowledges that the above represents additional benefits to which he is not otherwise entitled.
3. The Superintendent elects to receive this severance pay by continuing on the School Board payroll for a period of 12 months. Severance pay shall include all benefits and entitlements of Board employment including but not limited to payment for all accrued but unused leave, all school board-paid insurance benefits, payment in lieu of a motor vehicle, retirement benefits and all deferred compensation. All accrued and unused leave for which Superintendent is entitled to payment will be paid to Superintendent in one lump sum payment within 30 days of the Termination Date.

4. Employee acknowledges that this Agreement includes additional benefits to which he is not otherwise entitled. The Board and Employee acknowledge that this Agreement does not reduce the benefits to which he is already entitled as a terminating employee.

In exchange for the benefits described above, Employee, for himself and his heirs, legal representatives, beneficiaries, assigns and successors in interest, hereby releases and forever discharges the Board, its successors, assigns, subsidiaries, officers, directors, employees, agents, and representatives, whether in their individual or official capacities (hereinafter collectively referred to as the "RELEASED PARTIES") of and from any and all actions or causes of action, suits, debts, claims, complaints, contracts, controversies, agreements, promises, damages, claims for attorney's fees, punitive damages and reinstatement, judgments, and demands whatsoever, in law or in equity, that he has or ever had from the beginning of his employment by the Board to the date of this Agreement whether known or unknown, including, but without limiting the generality of the foregoing, any claim arising out of or in any way connected with his employment relationship with the Board or any claim alleging discrimination, harassment, retaliation or violation of Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, the Americans with Disabilities Act, the Virginia Human Rights Act, Virginia Code § 2.2-3900 through § 2.2-3903 and any violation of any other local, state or federal law, regulation or ordinance, or any other claim arising under any common law theory of tort or contract, including, but not limited to, wrongful discharge, libel, slander, defamation, or intentional infliction of emotional distress. Employee agrees that no fact, evidence, event or transaction currently known to him but which may hereafter become known to him shall affect in any manner the final and unconditional nature of the releases set forth. The parties recognize, however, that nothing contained in this Agreement shall prohibit either party from instituting legal action to enforce any provisions of this Agreement.

EMPLOYEE UNDERSTANDS AND AGREES THAT, OTHER THAN CLAIMS WHICH CANNOT BE WAIVED BY LAW, HE IS WAIVING AND RELEASING ANY AND ALL CLAIMS AGAINST EMPLOYER TO THE DATE ON WHICH HE SIGNS THIS AGREEMENT IN EXCHANGE FOR CONSIDERATION TO WHICH HE IS NOT OTHERWISE ENTITLED.

5. The Board acknowledges that this Agreement includes additional benefits to which the Board is not otherwise entitled. In exchange for these benefits, the Board, for itself and its legal

representatives, beneficiaries, assigns and successors in interest, hereby releases and forever discharges the Employee and his successors, assigns, and representatives, of and from any and all actions or causes of action, suits, debts, claims, complaints, contracts, controversies, agreements, promises, damages, claims for attorney's fees, punitive damages, judgments, and demands whatsoever, in law or in equity, that it has or ever had from the beginning of Employee's employment by the Board to the date of this Agreement, whether known or unknown, arising out of or in any way connected with Employee's employment relationship with the Board. The Board agrees that no fact, evidence, event or transaction currently known to it but which may hereafter become known to it shall affect in any manner the final and unconditional nature of the releases set forth.

6. The Superintendent will promptly return his Board-issued identification card, any card or devices permitting electronic entry to Board building or facilities and any Board issued credit cards. The Superintendent may keep his Board-issued laptop, after complying with any reasonable requests by the Board to remove the Board's proprietary information from these devices.
7. The Superintendent will have access to any of his personal electronic files stored on Board-owned information technology systems for a period of 30 days and the Interim Superintendent will provide the Superintendent with access to such other Board data as the Interim Superintendent deems necessary for the Superintendent to wrap up his public service. If the Board requests the Superintendent's assistance in transitioning his duties to his successor, or for other purposes, after the Termination Date, it will compensate him at his hourly rate at the time of his termination.
8. The Board agrees to make a statement regarding the termination at the meeting at which this Agreement is approved. The statement is attached as Exhibit A.
9. In response to requests from potential employers, the Board will provide neutral or better reference for the Superintendent which shall state only his dates of employment and position held. The Board will not state whether the Superintendent is eligible for rehire. Individual Board members may provide more fulsome references if asked to do so by the Superintendent.
10. The Superintendent agrees not to disparage the Board in any way. Likewise, the Board agrees not to disparage the Superintendent in any way.

11. The Board hereby acknowledges this Agreement, and the provisions herein, are not to be construed as, and do *not* constitute, an admission of liability or any form of wrongdoing by the Superintendent.
12. This Agreement shall be interpreted according to Virginia law and may only be modified by written agreement of the parties. For any possible dispute arising hereunder, the Circuit Court of the City of Newport News, Virginia shall have sole and exclusive jurisdiction. The parties agree that any question or controversy regarding the formation, construction, interpretation, validity and enforcement of the Agreement, and the rights or obligations of the parties hereto, shall be governed by the laws of the Commonwealth of Virginia.
13. Except as specified herein, should any portion of this Agreement be found void or unenforceable for any reason by a court of competent jurisdiction, the unenforceable portion shall be deemed severed from the remaining portions of this Agreement, the remaining portions to otherwise remain in full force and effect.
14. This Agreement may be executed in multiple identical counterparts, each of which when executed by the Superintendent and Board and delivered shall be an original, but all of which shall together constitute a single instrument.
15. The Contract is amended hereby. However, all terms in the Contract which are not contradicted by this Agreement shall remain in effect.
16. The Superintendent and Board agree that neither shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision hereof against either party as the drafter hereof.

[Signature Page to Follow]

WITNESS the following signatures and seals:

GEORGE PARKER III

NEWPORT NEWS SCHOOL BOARD

By: _____
LISA SURLES-LAW
Chair

ATTEST:

APPROVED AS TO FORM:

Clerk

LAW1133

Exhibit A

Effective February 1, 2023, Dr. Parker will be relieved of his duties as Superintendent of NNPS. It is important that we state that this decision was made without cause as Dr. Parker is a capable division leader who has served NNPS for nearly five years through some extremely challenging circumstances. This decision is based on the future trajectory and needs of our school division.

The NNPS School Board thanks him for his service and wishes him nothing but the best moving forward.