

SEPARATION AGREEMENT

This Separation Agreement is made this 17th day of February 2023, between the City of Colonial Heights School Board (hereinafter the "School Board") and Superintendent, William D. Sroufe, Ed.D. (hereinafter "Dr. Sroufe").

WHEREAS, Dr. Sroufe was employed by the School Board as the Superintendent pursuant to an employment agreement dated October 6, 2020, for a term ending on June 30, 2024.

WHEREAS, the parties hereto believe that it is in their mutual interests to terminate their employment relationship in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Dr. Sroufe and the School Board agree as follows:

1. Resignation. Dr. Sroufe hereby resigns from his employment with the School Board effective June 30, 2023. On and before such date, Dr. Sroufe shall be entitled to utilize any accrued sick leave, personal leave, vacation time or other paid time off, and continue to be compensated by the School Board at his regular salary, in accordance with the October 6, 2020 employment agreement and applicable policies of the School Board.

2. Severance Benefits. In consideration of the covenants provided herein, Dr. Sroufe shall receive the following severance benefits after June 30, 2023:

(a) Payment of compensation equivalent to six months of Dr. Sroufe's 2022-23 salary, in the amount of eighty-one thousand and thirty-four dollars (\$81,034), payable in monthly increments ending December 31, 2023;

(b) Continued enrollment in the School Board's group health insurance plans (medical, dental and vision plans) for the period commencing July 1, 2023 and ending December 31, 2023, subject to the same terms and conditions, including any requirements for premium co-payments or

deductibles, as are presently established; and

(c) The School Board will allow Dr. Sroufe to transfer to a new school district up to 30 days of sick leave he has accrued during his employment with the School Board, so long as the hiring district agrees to such a transfer. The School Board shall incur no financial liability for such a transfer.

3. No Additional Compensation. Dr. Sroufe understands that he is not entitled to any other compensation or benefits or any other payment from the School Board, including but not limited to any additional severance pay, commissions, termination allowance, notice pay, or similar pay or allowance.

4. Complete Mutual Release. In consideration of the mutual agreements and covenants set forth under this Agreement, the receipt and sufficiency of which the parties hereby acknowledge:

(a) Dr. Sroufe and his heirs, executors, administrators, successors, and assigns hereby voluntarily, completely, unconditionally, and irrevocably discharge and release the School Board, its predecessors, subsidiaries, parent, affiliates, officers, directors, employees, agents, employee benefits plans, and their fiduciaries, and other representatives of the School Board, and their successors and assigns both in their official and personal capacities, from any and all claims, demands, causes of action, suits, charges, violation and/or liability whatsoever including attorneys' fees, court costs, interest, expenses, and costs actually incurred involving any matter arising out of or in any way related directly or indirectly to Dr. Sroufe's employment with the School Board or separation from the School Board. The parties agree and acknowledge that the claims and action released herein include, but are not limited to, any claim or cause of action based upon any common law tort action, wrongful discharge, breach of contract, and /or employment discrimination on the basis of race, color, sex, religion, national origin, age

disability, or any other basis under Title VII of the Civil Rights Act of 1964, Equal Pay Act, Americans With Disabilities Act, Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Worker Adjustment Retraining and Notification Act, the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act, and the Family and Medical Leave Act, all as amended, and/or their state or local counterparts, or any other claims or action for attorneys' fees and costs. This release also includes, but is not limited to, a release by Dr. Sroufe of any claims for wrongful discharge. This release covers both claims that Dr. Sroufe knows about and those he may not know about, as of the date Dr. Sroufe signs the Agreement. This release, however, does not preclude Dr. Sroufe from enforcing the terms of this Agreement.

(b) The School Board, its heirs, executors, administrators, successors, and assigns hereby releases Dr. Sroufe from any and all known claims or causes of action based upon any common law tort action or breach of contract. This release, however, does not preclude the School Board from enforcing the terms of this Agreement.

5. Confidentiality. The parties acknowledge that the School Board is a political subdivision of the Commonwealth of Virginia subject to the Virginia Freedom of Information Act ("VFOIA"). The parties also understand that this agreement is a document that may be subject to disclosure under the VFOIA. However, the parties agree that they will not actively seek to publicize the terms of this Agreement. Moreover, other than disclosing this Agreement pursuant to a VFOIA request, and referring a third party to the public statement specified in Paragraph 7, the parties shall make no oral or written statement regarding Dr. Sroufe's separation, except that Dr. Sroufe may discuss his separation with a prospective employer and his family.

6. Non-disparagement. Dr. Sroufe agrees not to disparage the School Board or its newly elected School Board members, or its officers, directors, employees, agents, or services to

any third party, either orally or in writing. The School Board likewise agrees not to make to any disparaging comments regarding Dr. Sroufe's tenure with the School Board d/b/a Colonial Heights Public Schools, either orally or in writing.

7. Public Statement. The parties agree that the School Board shall issue the following public statement regarding Dr. Sroufe:

This week, the Colonial Heights School Board has come to a mutual separation agreement with Dr. William Sroufe, the division superintendent. Dr. Sroufe will be taking a leave of absence beginning this Saturday, February 18, and ending on June 30, 2023, when his official tenure as superintendent will come to a close. The school board will soon begin the search for a new superintendent and appoint an interim superintendent to manage day-to-day operations in the meantime.

We would like to thank Dr. Sroufe for his many contributions to our division, including keeping our schools open during the COVID-19 pandemic, expanding instructional opportunities with Maggie L. Walker Governor's School, and refining best practices with the science of reading. He oversaw updates to our playgrounds, message boards, HVAC systems, window packages, and security measures, as well as improvements to the fine arts wing of the high school. Dr. Sroufe's administrative team also brought in more than a million dollars in competitive grants and improved our ranking in the Commonwealth on SOL performance.

8. Return of School Board Property. Immediately upon execution of this Agreement, Dr. Sroufe will return to the appropriate School Board employee all School Board property, including his badge, his keys, his School Board-issued iPad, and his School-Board issued cell-phone, all of which have been entrusted to him during his tenure with the School Board.

9. Appearance On School Board Property. Dr. Sroufe may appear at a School District office or School only for a purpose for which it would be appropriate for another parent or citizen to appear. In addition, Dr. Sroufe may retrieve items from his office at the School Administration Building on February 18, 19, or 20, 2023, and the School Board will specify an employee to be present while Dr. Sroufe cleans out his office.

10. No Admission. The Parties agree that nothing in this Agreement is or shall be construed as an admission by either party as any breach of any agreement or law or any intentional

or unintentional wrongdoing of any nature. Dr. Sroufe agrees and acknowledges that Dr. Sroufe has not relied upon any representations of the School Board except as set forth in this Agreement and that the School Board has made no promises to him other than those in this Agreement.

11. Governing Law. This Agreement and the performance thereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the appropriate state court in the City of Colonial Heights, Virginia.

12. Supersedes Prior Agreements. This Agreement supersedes the employment agreement signed by the parties on October 6, 2020 and amended by the parties on June 14, 2021; February 22, 2022; and June 20, 2022 -- excepting only Section X ("Indemnity And Insurance") of the employment agreement, which remains in effect -- and all prior agreements and understandings, whether written or oral, between the School Board and Dr. Sroufe with respect to his employment.

13. Severability. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile copy of a manually signed signature to this Agreement shall be deemed to be valid execution of this Agreement by the signatory.

15. Amendments. This Agreement may not be modified or terminated except by a writing signed by both parties.

DR. SROUFE ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT AND RELEASE, UNDERSTANDS IT, HAS HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF HIS CHOOSING, AND IS VOLUNTARILY ENTERING INTO IT.

PLEASE READ THIS AGREEMENT AND RELEASE CAREFULLY, IT CONTAINS A FULL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

DR. WILLIAM D. SROUFE

BY: Dr. William D. Sroufe

A handwritten signature in blue ink, appearing to read "W.D. Sroufe", is written over a horizontal line.

SCHOOL BOARD OF THE CITY OF COLONIAL HEIGHTS

BY: Steven Neece

A handwritten signature in blue ink, appearing to read "S. Neece", is written over a horizontal line.

, Board Chair