

## SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (the "Agreement") is entered into by and between Dr. Avis Williams (the "Employee") and Orleans Parish School Board ("School Board" or "Employer") (collectively, the "Parties"). Following execution by both Parties and approved by the School Board, this Agreement shall be effective as of December 1, 2024 (the "Effective Date").

### RECITALS

**WHEREAS**, Employee entered into a Superintendent Employment Agreement ("Employment Agreement") dated April 22, 2022 with the School Board:

**WHEREAS**, pursuant to the Employment Agreement and consistent with La. R.S. § 17:54, Employee was employed and publicly elected by the School Board as the Superintendent of Schools with a four-year term commencing July 11, 2022 and terminating at midnight on July 10, 2026 with the possibility of renewal;

**WHEREAS**, pursuant to the Employment Agreement, Employee's employment may be terminated for cause under Section XIII, by mutual agreement under Section XIV(A), or by the Employee's termination with ninety (90) days' notice under Section XIV(B).

**WHEREAS**, the Parties have a dispute regarding the terms of the Employment Agreement and the Parties desire to resolve any and all disputes now existing between them, or which may arise in the future with respect to the terms of the Employment Agreement and enter into this Agreement in order to avoid further delay, expense, and to provide for certain payments in full settlement and discharge of all claims between the Parties and agreement that the Employment Agreement is terminated as of the Effective Date.

**THEREFORE**, the Parties agree that the statements under the above "Recitals" sections are true and correct and agree as follows:

#### **1. Employer's Obligations to the Employee.**

(a) In exchange for the execution of this Agreement and agreement that the Employment Agreement is terminated as of the Effective Date, the School Board agrees to pay the Employee three-hundred thirty-five thousand dollars (\$335,000.00) (the "Settlement Sum"). The Settlement Sum will be paid in two payments with the first payment (one third of the Settlement Sum) due no later than fifteen (15) days after the Effective Date of this Agreement and the second payment (the remaining two thirds of the Settlement Sum) due on January 15, 2025. The School Board will withhold from the Settlement Sum all necessary federal, state, and local taxes, or other standard withholdings (at the Employee's standard rate of withholding). The Employee is solely responsible for any taxes that might be due or any tax consequences of the Settlement Sum being paid to the Employee under the terms of this Agreement.

(b) The Employee understands that the Settlement Sum will constitute the sole financial obligation of the School Board to the Employee under the terms of this Agreement. The Employee acknowledges and understands that the Settlement Sum includes all accrued and unused vacation pay under Section VIII of the Employment Agreement. The Employee acknowledges that the Employee is not entitled to any additional compensation, past or present, including without limitation, any wage, bonus, incentive compensation, meritorious pay, vacation, sick leave, benefit, plan contribution or entitlement, or health or other insurance, or any other form of compensation whatsoever beyond that which is described in Section 1(a) of this Agreement.

(c) The execution of this Agreement by the School Board does not constitute any admission of liability or wrongdoing by the School Board, any Released Parties as defined below or the Employee.

## 2. Complete Release.

(a) **Full and Final General Release by the Employee.** In exchange for the School Board's promises contained in this Agreement, the Employee agrees to release, irrevocably and unconditionally, any and all Claims (as defined in Section 2(c) of this Agreement) that the Employee may now have against the School Board and the Released Parties as defined below.

(b) **Released Parties.** The "Released Parties" or "Released Party" are jointly and severally the School Board, its individual board members, all its past, present, and future officers, members, employees, representatives, assigns, attorneys, agents, and any other persons acting by, through, under or in concert with the with the School Board.

(c) **Claims Released.** The Employee understands and agrees that the Employment Agreement is terminated as of the Effective Date and the Employee is releasing all known and unknown claims, promises, causes of action, or similar rights of any type that the Employee may presently have against the Released Parties (the "Claims"). For purposes of the Employment Agreement the term "Claims" means: (i) each and every claim, complaint, cause of action, grievance, demand, allegation or accusation, whether known or unknown, and (ii) each and every promise, assurance, contract, representation, obligation, guarantee, warranty, liability, right and commitment of any kind, whether known or unknown, and (iii) all forms of relief, including, but not limited to, all costs, expenses, losses, damages, debts and attorneys' fees, whether known or unknown. However, the term "Claims" does not include a Charge of Discrimination with the Equal Employment Opportunity Commission.

(i) The Employee is releasing all common law, contract, tort, or other Claims the Employee might have, as well as Claims the Employee might have under La. R.S. § 17:54, breach of the Employment Agreement, the Louisiana Wage Payment Act; the Louisiana Employment Discrimination Law; the Fair Labor Standards Act of 1938, as amended; Title VII of the Civil Rights Act of 1964, as amended, 42 United States Code Sections 2000-e *et. seq.*; the Civil Rights Acts of 1866 and 1991, as amended; the Families First Coronavirus Response Act (or similar legislation); the Family and Medical Leave Act of 1993; the Rehabilitation Act of 1973; the Employee Retirement and Income Security Act of 1974; the Genetic Information

Nondiscrimination Act of 2008; the Americans with Disabilities Act of 1990, as amended; the National Labor Relations Act, as amended; the Equal Pay Act of 1963, as amended. The Employee also agrees not to bring any action against the School Board and/or any Released Party under any federal, state, or local law for Claims such as wrongful termination, discrimination, harassment, retaliation, whether arising in tort, in violation of a statutory protection, or otherwise, breach of contract, breach of the covenant of good faith and fair dealing, infliction of emotional distress, improper termination of tenure, breach of the School Board's policies and procedures, or any and all other constitutional, common law, legal or applicable Claims, including any Claim arising in tort and all claims for emotional or mental injuries, wages, benefits, back pay, front pay, and benefit contributions.

(ii) The Employee understands that the Employee is releasing Claims that the Employee may not know about. Such a release is the Employee's knowing and voluntary intent, even though the Employee recognizes that someday the Employee might learn that some or all the facts the Employee currently believes to be true are untrue. Nevertheless, the Employee is assuming that risk and the Employee agrees that this Agreement shall remain effective in all respects in any such case. The Employee expressly waives all rights the Employee might have under any law that is intended to protect the Employee from waiving unknown Claims.

(d) **Promise Not to Litigate Released Claims.** By executing this Agreement, the Employee represents that the Employee has not filed any lawsuits, administrative complaints, or made any other charges, either in the Employee's own or any other name, on behalf of any other person or entity, or otherwise, against the School Board or any Released Party in any local, state or federal court or with any local, state, federal or administrative agency. Unless contrary to, or prohibited by, applicable, prevailing law, the Employee further represents that the Employee will not bring any action in the future in which the Employee seeks to recover any damages from the School Board and any Released Party relating to or arising from the Employee's employment or separation from the School Board, other than an action to enforce the Employee's rights under this Agreement.

(e) **Rights Not Released.** *The Employee understands and agrees that this Release does not release any rights that the law does not permit the Employee to release.* Employee understands that nothing contained in this Agreement limits Employee's ability to file a charge or complaint with the Equal Employment Opportunity Commission (EEOC), the National Labor Relations Board (NLRB), the Occupational Safety and Health Administration (OSHA), the Securities and Exchange Commission (SEC), or any other federal, state or local governmental agency or commission (Government Agencies). Additionally, Employee understands that Section 7 of the National Labor Relations Act guarantees employees the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for collective bargaining or other mutual aid or protection, as well as the right to refrain from any or all such activities. Employee understands that nothing contained in this Agreement limits Employee's rights under the National Labor Relations Act. Employee further understands that this Agreement does not limit Employee's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or

other information, without notice to the Employer. This Agreement does not limit Employee's right to receive an award for information provided to any Government Agencies.

(f) **No Known Violations.** The Employee represents that (i) the Employee does not currently possess information that the School Board or any Released Party has violated, or allegedly violated, any law, regulation, or statute, and (ii) the Employee has not raised or reported any such violations, or perceived violations, to the School Board or any Released Party. By executing this Agreement, the Employee represents that the Employee has no information that would form a basis of a claim of fraudulent or illegal activity by the School Board or any Released Party.

### 3. **Confidentiality and Return of Employer Property.**

(a) The Employee agrees that the Employee will not use or disclose any confidential or proprietary information of the School Board and the Released Parties, including but not limited to:

- Student records and information;
- Information protected by FERPA or HEA;
- Databases;
- Computer programs, frameworks, or models;
- Financial information;
- and any other confidential information, whether communicated orally, electronically, in writing or in other tangible forms, concerning how the School Board (or any Released Party) creates, develops, acquires or maintains its operations.

The Employee agrees: (i) to keep the confidential information confidential; (ii) to not disclose any confidential information to any third parties; and (iii) to not use confidential information for the Employee's personal benefit or for the benefit of any third party.

The Employee acknowledges that any violation of this covenant would constitute a material breach of this Agreement.

(b) In addition, the Employee agrees to return to the School Board all property of the School Board and the Released Parties that was not already returned within two (2) days of the effective date of this Agreement, including but not limited to all keys, credit cards, access cards, and computers or other electronics.

4. **Agreement to be Kept Confidential.** Unless required by law, the Employee and School Board agree not to disclose the terms, amount, or existence of this Agreement to anyone other than the Employee's attorney or financial advisor, and even as to such a person, only if the person agrees to treat that information as confidential.

5. **Future Relationship.** The Employee further agrees that the Employee will never apply for, seek, or accept employment with the School Board or any Released Party in the future. Should the Employee seek employment with the School Board or any Released Party in the future and be denied employment, the Employee agrees that such denial would not constitute retaliation in violation of any law.

6. **Mutual Non-Disparagement.**

(a) Employee agrees that neither the Employee, nor anyone acting on behalf of the Employee, at the Employee's direction or with the Employee's encouragement, assistance, or knowledge will disparage the School Board or any Released Party orally, in writing, or online (including, but not limited to, via Facebook, LinkedIn, YouTube, Instagram, X, SnapChat, TikTok, or any other social media apps, websites, or blogs), which includes, but is not limited to, making negative comments about the School Board or any Released Party, the Employee's employment with the School Board, or the end of Employee's employment with the School Board. The Employee will not participate in any way in the making or publication of any statement that libels, slanders, defames or disparages the School Board or any Released Party.

(b) The School Board agrees that it, through its authorized representatives, will not disparage the Employee orally, in writing, or online (including, but not limited to, via Facebook, LinkedIn, YouTube, Instagram, X, SnapChat, TikTok, or any other social media apps, websites, or blogs), which includes, but is not limited to, making negative comments about the Employee, the Employee's employment with the School Board, or the end of Employee's employment with the School Board. The School Board, through its authorized representatives, or any Released Party will not participate in any way in the making or publication of any statement that libels, slanders, defames or disparages the Employee.

7. **Cooperation with the School Board.** The Employee agrees that the Employee will cooperate with the School Board in the future to provide all information reasonably requested of the Employee with respect to matters involving the Employee's relationship with the School Board; work the Employee performed during Employee's employment with the School Board; present or former employees of the School Board if such cooperation is requested by the School Board.

8. **Informed, Voluntary Signature.** The Employee has had a full and fair opportunity to review this Agreement and signs it knowingly, voluntarily, and without duress or coercion. Further, in executing this Agreement, the Employee agrees that the Employee has not relied on any representation or statement not set forth in this document.

9. **Employee Asked to Testify or Serve as Witness.** The Employee agrees that the Employee will not voluntarily testify, act as a witness, or provide any information orally or in writing, to any other person or entity concerning the Employee's employment with the School Board, the Employee's end of employment, or the existence, terms, or underlying facts leading to this Agreement, except as otherwise provided for in this Agreement, nor will the Employee state or suggest to any other person or entity that the Employee should be subpoenaed to testify or

provide information in any formal or informal proceedings against the School Board. If the Employee ever receives a subpoena relating in any way to the School Board or the Employee's past employment with the School Board, including its predecessors and successors, the Employee shall to the extent practicable notify the School Board's General Counsel within forty-eight (48) hours of the Employee's receipt of the subpoena and in all events before the response date in order to give the School Board sufficient time to take steps to protect such information from production or testimony.

**10. Joint Press Statement**

The Parties agree to the release of an agreed-upon joint press statement, which is attached as Appendix A to this Agreement. This joint press statement shall be released at a mutually agreeable time and date.

**11. Miscellaneous.**

(a) This Agreement shall be interpreted and enforced in accordance with the laws of the State of Louisiana.

(b) This Agreement represents the sole and entire agreement between the Parties and supersedes any and all prior agreements, negotiations, and discussions between the Parties or their respective counsel with respect to the subject matters covered in this Agreement.

(c) If either party initiates proceedings for the other's breach of this Agreement, the prevailing party shall recover attorneys' fees and costs, including such fees and costs resulting from any enforcement or appeal proceedings.

(d) If one or more paragraph(s) of this Agreement are ruled invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement, which shall remain in full force and effect.

(e) This Agreement may not be modified orally but only by a writing signed by both Parties to this Agreement.

(f) This Agreement may be executed with separate counterparts, by fax, electronic mail (E-mail) and/or scanned PDFs signature or other copy, each of which when so executed shall together constitute and be one and the same instrument and have the same force and effect as a signed original.

(g) As used in this Agreement, the term "Employee" shall mean Dr. Avis Williams as well as her heirs, assigns, successors, agents, and attorneys.

(h) As used in this Agreement, the terms "School Board" and/or "Employer" refer jointly and severally to the Orleans Parish School Board, each of its individual board members, all of its past, present, and future officers, members, employees, representatives, assigns,

attorneys, agents, and any other persons acting by, through, under or in concert with the School Board.

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. EMPLOYEE HEREBY DECLARES THAT THE TERMS OF THIS AGREEMENT HAVE BEEN COMPLETELY READ, ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED, AND THAT EMPLOYEE HAS NOT RELIED UPON ANY REPRESENTATION OR STATEMENT NOT SET FORTH HEREIN, AND THAT EMPLOYEE HAS AGREED TO THE TERMS OF THIS DOCUMENT FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE ADJUSTMENT AND SETTLEMENT OF ANY AND ALL CLAIMS, DISPUTED OR OTHERWISE, INVOLVING THE EMPLOYMENT AND CESSATION OF EMPLOYMENT OF EMPLOYEE. IT IS SPECIFICALLY AGREED THAT THIS RELEASE SHALL BE A COMPLETE BAR TO ALL CLAIMS AND SUITS FOR DAMAGES OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, ALL ASPECTS OF THE EMPLOYMENT AND CESSATION OF EMPLOYMENT OF EMPLOYEE.**

\* \* \*

**Acknowledgement and Signatures on Following Pages**

The undersigned has read this Agreement and fully understands the contents of this document and swears under oath to the representations made above.

SIGNED, sealed and delivered this 14<sup>th</sup> day of November, 2024 in the presence of the undersigned notary.

  
DR. AVIS WILLAIMS

SWORN TO AND SUBSCRIBED  
BEFORE ME, THIS 14<sup>th</sup> DAY OF 2024.

  
NOTARY PUBLIC


MY COMMISSION EXPIRES: at death

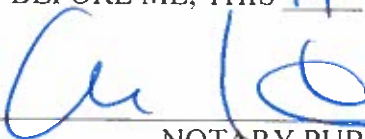
Ashley J. Hellprin  
Notary Public  
State of Louisiana  
ID No. 135611 - Bar No. 34928  
My Commission is issued for life



The undersigned has read this Agreement and fully understands the contents of this document and swears under oath to the representations made above.

SIGNED, sealed and delivered this 14<sup>th</sup> day of November, 2024 in the presence of the undersigned notary.

  
KATHERINE BAUDOUIN, PRESIDENT  
ORLEANS PARISH SCHOOL BOARD

SWORN TO AND SUBSCRIBED  
BEFORE ME, THIS 14<sup>th</sup> DAY OF November, 2024.  
  
NOTARY PUBLIC

MY COMMISSION EXPIRES: at death

Ashley J. Heilprin  
Notary Public  
State of Louisiana  
ID No. 135611 - Bar No. 34928  
~~MY COMMISSION IS ISSUED FOR LIFE~~

## **APPENDIX A – JOINT PRESS STATEMENT**



EVERY CHILD. EVERY SCHOOL. EVERY DAY.

## **MEDIA RELEASE**

FOR IMMEDIATE RELEASE

November 14, 2024

**Media Contact:** Taslin Alfonzo, APR

504-202-7229 | [talfonzo@nolapublicschools.com](mailto:talfonzo@nolapublicschools.com)

### **Orleans Parish School Board Announces Departure of Superintendent**

**(New Orleans - November 14, 2024)** The Orleans Parish School Board (OPSB) announced the departure of Dr. Avis Williams, Superintendent of Schools, effective December 1, 2024. Dr. Williams has served as NOLA Public Schools' (NOLA-PS) chief executive since July 2022.

"Dr. Williams brought new energy and enthusiasm to NOLA-PS, and our schools' improved performance reflects her unwavering commitment to excellence. On behalf of the OPSB, we are deeply grateful to Dr. Williams for showing up for our schools, students, educators and the broader community," said **OPSB President Katie Baudouin**.

Under Dr. Williams' leadership the district improved academic outcomes, as evidenced by increased school performance scores of over three points. The district saw 81% of schools earning a progress grade of A or B and witnessed increased School Performance Scores across 50 schools. Further, NOLA-PS was recognized as one of the top two districts in the state for Mastery growth on state assessments in the last two years by the Louisiana Department of Education.

Through community engagement, Dr. Williams developed robust partnerships. Notably, the district's partnerships with Children's Hospital New Orleans and the \$10M investment from the City of New Orleans have brought Thrive Kids mental health resources to our schools. This has provided thousands of NOLA-PS scholars and families with access to mental health counseling and wrap-around services. The district's collaboration with the University of New Orleans now offers guaranteed admission for eligible high school seniors with automatic consideration for academic scholarships. Through partnerships with TNTP and TFA, 83 new teachers were placed in the 23-24 school year, which helped to ensure NOLA-PS scholars had effective teachers.

During her tenure, the OPSB approved NOLA-PS Evolve, a five-year strategic plan of action, giving the district a roadmap for future success. Also, the Five-Year Portfolio Plan will help guide decisions regarding the district's needs through the lens of quality, quantity, choice, and variety. Dr. Williams was instrumental in successfully launching a 20-year millage renewal valued at over \$420M to support long-term infrastructure funding ensuring scholars have innovative and safe learning spaces.

Opening The Leah Chase School, the first, new, permanent district-run school in nearly two decades, was a long-anticipated milestone. Under her leadership, the school opened in August 2024 with over 300 students in grades K-5.

OPSB appointed Dr. Williams in April 2022 following a national superintendent search. As one of three finalists, she participated in a public interview and attended multiple community meetings. Her dedication to public education and community quickly became evident to board members and members of the public. She established several innovative platforms to connect with the community, including her ABC Tours, monthly radio program *Education Elevation*, and *Voices of Future Leaders* podcast series.

"It has been an honor to serve the schools, students, and educators of New Orleans for the past two and a half years," said NOLA-PS **Superintendent Dr. Avis Williams**, "I am incredibly proud of what we have accomplished together. As I transition from this role, I am confident that NOLA Public Schools will continue to build on this legacy of dedication and innovation."

Dr. Williams is excited about her next chapter which includes writing, consulting and continuing to lead through her core values: equity, excellence and joy.

###

**About NOLA Public Schools:** NOLA Public Schools is the public school district for Orleans Parish. It includes the district's administration and elected school board, known as the Orleans Parish School Board. NOLA Public Schools currently oversees 67 public schools.

For more information, visit [www.nolapublicschools.com](http://www.nolapublicschools.com). For updates, follow NOLA Public Schools on **Facebook** @NOLAPublicSchools, **Instagram** @nolaps and **Twitter** @NOLAPSchools.