

## SEPARATION AGREEMENT

This Separation Agreement (hereinafter, "Separation Agreement") is made by and between Dr. Gregory C. Hutchings, Jr. and the Alexandria City School Board (hereinafter "School Board", and, collectively with Dr. Hutchings, "the Parties") as of June 10, 2022.

### Recitals

R1. The School Board has since July 1, 2018 employed Dr. Hutchings as Division Superintendent, and he is currently serving in that capacity pursuant to a Second Employment Agreement dated June 17, 2021, which expires as of June 30, 2025.

R2. After due consideration and consultation, the Parties mutually have determined that it is in their respective best interests that Dr. Hutchings' tenure as Division Superintendent for the Alexandria City Public Schools ("ACPS") should conclude prior to the time otherwise prescribed by the Second Employment Agreement, as amended.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, Parties agree as follows:

### Agreements

1. **Recitals:** The recitals set forth above are fully incorporated into this Separation Agreement.
2. **Conclusion of Tenure as Division Superintendent:** As of August 31, 2022, the Parties agree that Dr. Hutchings' tenure as Division Superintendent of the Alexandria City Public Schools will conclude, he will be separated from service as an employee of the School Board. The Parties agree that as of August 31, 2022, the Second Employment Agreement shall be terminated and of no further force and effect, except that the provisions of Article X thereof, governing indemnification and defense of Dr. Hutchings in the event of certain post-employment claims, shall continue in full force and effect.
3. **Remaining Leave Payout :** In lieu of the provisions of Article III(C) of the Second Employment Agreement, Dr. Hutchings will receive a payout of his then-existing vacation leave balance of 20 days at his then-existing per diem rate of \$1069/day, totaling \$21,380. In addition, Dr. Hutchings will receive a payment of 79 days of sick leave at a rate of \$500 per day, totaling \$39,500. Both of the foregoing payments shall be less any applicable taxes or other deductions. Accordingly, a check for the foregoing payments will be prepared and disbursed on or before September 15, 2022. This payment will satisfy any and all obligations by the School Board to provide Dr. Hutchings with a payout of

accumulated annual/vacation, personal, sick, or other leave under Article III(C) of the Second Employment Agreement.

4. **Severance Benefits:** As consideration for Dr. Hutchings' early separation from service, the School Board agrees to pay Dr. Hutchings the equivalent of four months' salary, in the total amount of \$85,537, less any applicable taxes or other deductions. This severance will be paid to Dr. Hutchings in two payments, with the first payment for one half (1/2) of that amount (the "First Severance Payment") to be disbursed on or before October 31, 2022; and the second payment, for one half (1/2) of that amount (the "Second Severance Payment") disbursed to Dr. Hutchings after January 1, 2023 and before January 30, 2023. In addition, the Board will pay to Dr. Hutchings four months' worth of COBRA coverage, in the amount of \$9,440, such payment to be made to Dr. Hutchings on or before September 15, 2022, with Dr. Hutchings having the responsibility for making payments to any and all applicable insurance providers for such coverage.
5. **Additional Retirement Contribution:** In lieu of any additional amounts that may be due under paragraph II(B) of the Second Employment Agreement after the payment due as of July 1, 2022, the Parties agree that Dr. Hutchings will receive a one-time payment of \$30,000, such payment to be made to Dr. Hutchings on or before October 31, 2022.
6. **Waiver of Claims by Dr. Hutchings:** Except for purposes of enforcing this Separation Agreement, Dr. Hutchings releases, waives, and holds harmless the School Board, including each of its past and present members, employees, officers and agents in both their official and individual capacities, from any and all liabilities, claims or causes of action of any nature, whether known or unknown, under federal, state, and local laws and regulations, arising at any time and in any way from his employment, through the date of this Separation Agreement, with Alexandria City Public Schools, including but not limited to the Second Employment Agreement, as amended, or prior employment agreements with the School Board, and further including, but not limited to, claims based on age (including specifically, claims under the Age Discrimination in Employment Act); race, sex, disability, religion, national origin, genetic information (Genetic Information Discrimination Act) or any other employment discrimination, all claims relating to payment of salary or wages (including specifically claims under the Lily Ledbetter Fair Pay Act); and all claims of any kind based on contract, tort, or any other claim whatsoever including, but not limited to, defamation, breach of contract, and infliction of emotional distress. Dr. Hutchings represents that he has been advised that he may consult with an attorney prior to signing this Separation Agreement, and that he has the opportunity to review it for 21 days. For a period of seven days following the execution of this Separation Agreement, he may revoke it. After that period has expired without a revocation, this Separation Agreement shall become fully effective and enforceable.

7. **Waiver of Claims by the School Board:** Except for purposes of enforcing this Separation Agreement, the School Board releases, waives, and holds harmless Dr. Hutchings from any and all liabilities, claims or causes of action of any nature, whether known or unknown, and including but not limited to the Second Employment Agreement, as amended, or prior employment agreements with the School Board, and accruing at any time through the date of this Separation Agreement.
8. **No Assignment of Claims:** Dr. Hutchings verifies that he has not heretofore assigned or transferred to any person or entity any claim or portion thereof relating in any way to this Separation Agreement.
9. **Agreed Joint Statement Regarding Dr. Hutchings' Departure:** The Parties agree that promptly upon the execution of this Separation Agreement by all Parties, the School Board and Dr. Hutchings will issue a joint press release regarding the conclusion of Dr. Hutchings' tenure as Division Superintendent, the substance of which will materially conform to that in Exhibit A hereto.
10. **Cooperation.** Dr. Hutchings will, upon timely request of the School Board Chair and/or Interim Superintendent, make himself reasonably available (either in person, by telephone, or other means of communication as the situation may reasonably require) as necessary to respond to inquiries and provide other information as may be needed to effectively conduct and continue the operations of ACPS. Dr. Hutchings further agrees that he will cooperate with the School Board in the investigation, defense or prosecution of any potential or actual claim, charge, investigative demand, or suit by or against the School Board or any present or former employee thereof. As used herein, the term "cooperate" means making himself available from time to time for meetings or consultation with either the School Board Chair and/or Interim Superintendent and/or counsel, wherein he may also be advised or accompanied by his counsel for the purposes of interview, deposition or trial testimony, and executing requested documents and affidavits requested by counsel to the School Board or for other legal proceedings.
11. **Nondisparagement.** Dr. Hutchings covenants and agrees that he will not at any time, directly or indirectly, orally, in writing or through any medium (including, but not limited to, television or radio, newspapers, newsletters, magazines, the internet, social media, electronic mail, computer networks or bulletin boards, text messages, or any other form of communication), and including specifically any publications or interviews, disparage, defame, impugn, or otherwise damage the reputation of the School Board or any of its members, or officer, director, employee, agent or representative thereof. The School Board, individually and collectively covenants and agrees that it will not at any time, directly or indirectly, orally, in writing or through any medium (including, but not limited to, television or radio, newspapers, newsletters, magazines, the internet, social media, electronic mail, computer networks or bulletin boards, text messages, or any other

form of communication), and including specifically any publications or interviews, disparage, defame, impugn, or otherwise damage the reputation of Dr. Hutchings. This provision shall be considered a material term of this Agreement.

12. **No Admission of Liability:** The Parties acknowledge and agree that by entering into this Agreement, neither party admits any wrongdoing, fault or liability of any kind whatsoever. Each party shall bear its own attorney fees and costs.
13. **Entire Agreement; Governing Law:** The Parties agree that this Separation Agreement constitutes their entire agreement. This Separation Agreement may be modified only in writing signed on behalf of the Parties hereto. The Parties further agree that this Separation Agreement shall be governed by the laws of the Commonwealth of Virginia.
14. **Counterparts:** This Separation Agreement may be signed in counterparts all of which, when taken together, shall constitute the entire agreement and any of which shall be deemed to be an original.

**IN WITNESS WHEREOF**, the parties hereto have executed this Separation Agreement on the date set forth below.

\_\_\_\_\_  
Dr. Gregory C. Hutchings, Jr.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Meagan L. Alderton, Chair  
Alexandria City School Board

\_\_\_\_\_  
Date