

**GUST
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May 16, 2018

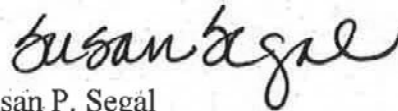
John R. Dacey, Esq.
2 North Central Avenue
15th Floor
Phoenix, Arizona 85004

Re: Scottsdale Unified School District – Dr. Pamela Sitton
Our File No. 019221-01464

Dear John:

Enclosed please find two originals of the *Retirement and Separation Agreement and Release* with regard to Dr. Pamela Sitton. Please have your client sign both documents and return one to our office. A self-addressed stamped envelope is provided for your convenience.

Very truly yours,



Susan P. Segal
For the Firm

SPS/lb
Enclosures
cc: Michelle Marshall, Esq.

RETIREMENT AND SEPARATION AGREEMENT AND RELEASE

th 15 This Retirement and Separation Agreement and Release (the "Agreement"), dated May 15, 2018 is between Dr. Pamela Sitton ("Employee") and the Scottsdale Unified School District ("District").

RECITALS:

- A. The District currently employs Employee as the Assistant Superintendent of Personnel and Specialized Services. Employee has tendered her voluntary, irrevocable retirement notice effective the close of business on July 31, 2018, which the District hereby accepts.
- B. The District and Employee desire to amicably and forever resolve any and all issues pertaining to the Employee's employment with and retirement from the District, without any admission of liability, and without setting any precedent binding on the District or Employee in any other situation.

AGREEMENTS:

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Employee agrees to the following terms and conditions:

1. Retirement: Effective Date. The District will employ Employee through July 31, 2018, pursuant to this Agreement. Employee herewith tenders her voluntary, irrevocable retirement notice effective at the close of business on July 31, 2018. A copy of Employee's notice of retirement is attached as Exhibit A. Employee further agrees not to seek or accept employment with the District thereafter.

2. Consideration.

(a) The District will pay Employee her regular monthly compensation less withholdings through July 31, 2018, except as set forth herein.

(b) Between now and July 31, 2018, Employee will remain on paid administrative leave. Commencing on June 16, 2018, and continuing through July 31, 2018, Employee will draw down her accrued vacation leave in lieu of work days and hereby agrees that the District shall apply her accrued vacation leave to work days from June 16, 2018 to July 31, 2018.

(c) Commencing May 16, 2018, Employee will not be paid any transportation allowance or travel or expense reimbursement she would otherwise receive by virtue of her 2017-18 and 2018-19 employment contracts. Employee hereby relinquishes any right to such allowances or reimbursements for the remainder of her employment.

(d) The District will pay its share of insurance premiums on Employee's behalf through June 30, 2018, at the same level currently paid. Employee declines any health, dental, vision, or other insurance benefits under the District's plans, commencing July 1, 2018 and the District shall not be obligated to pay any share of the premiums on her behalf. The District will make COBRA continuation coverage available to Employee at Employee's expense after her employment is terminated.

(e) Notwithstanding anything to the contrary in her contract of employment for school year 2018-2019, or in any administrative handbook, commencing July 1, 2018, through July 31, 2018, Employee shall not be paid any compensation for her doctoral degree or for any stipend. Further, the District shall not make any contribution to a tax-sheltered annuity on her behalf. Employee hereby relinquishes any right to stipends, supplemental agreements, or any tax-sheltered annuities.

(f) Employee will be paid any remaining balance of accrued but unused general and vacation leave (after deducting used leave) pursuant to District policy. For example, Employee will be paid on June 30, 2018, any accrued but unused vacation leave over 45 days. She will also receive a final payout of accrued but unused general and vacation leave according to District policy after her employment terminates on July 31, 2018.

3. Release.

(a) Consultation with Counsel – Employee has had an opportunity to consult with counsel of her choosing, and to have her rights and obligations under this Agreement, including, but not limited to, the release language in this paragraph explained to her and acknowledges an understanding of the content of this Agreement.

(b) Release of Claims –Dr. Pamela Sitton hereby releases and discharges all of her existing rights to any relief of any kind (known and unknown) from the other and their affiliated entities, predecessors, successors, assigns, its agents, directors, officers, employees, marital communities and representatives (hereinafter the "Released Parties") of and from any and all losses, liabilities, claims, expenses, demands, and causes of action, of every kind and nature whatsoever in law or in equity, contract or tort, known and unknown, suspected and unsuspected, disclosed and undisclosed, fixed and contingent, whether direct or by way of indemnity, contribution or otherwise, including by way of illustration, but not of exclusion, all claims for wages, compensation, benefits, damages, disbursements or any other claim arising from or relating to Dr. Pamela Sitton's employment with the District and all claims for personal injury or any other claim on any basis or theory whatsoever through the date of this Agreement. This Release does not release any claim for vested benefits such as retirement benefits and unemployment benefits.

(c) Acknowledgement Rights – Employee has been made aware of her rights under the Older Workers Benefit Protection Act, 29 U.S.C. 621 et seq., and understands and agrees that she is waiving any and all rights or claims she may have under the Age

Discrimination in Employment Act of 1967 (ADEA) as amended. Employee further expressly acknowledges and agrees that she:

1. Has been offered a period of at least twenty-one days within which to consider this Agreement before executing it, and with advice of her counsel has waived that opportunity after having what she hereby expressly acknowledges and agrees was an adequate and fair period of time within which to review and consider this Agreement.

2. Has carefully read and fully understands all of the provisions of this Agreement and has agreed to accept all of the terms contained therein without any pressure or coercion by the Employer.

3. By this Agreement, understands she is releasing the Released Parties as defined in this Agreement from any and all claims she may have against them or any of them accruing through the date of this Agreement.

4. Knowingly and voluntarily agrees to all of the terms set forth in this Agreement.

5. Knowingly and voluntarily intends to be legally bound by this Agreement.

6. Had an opportunity to consult with an attorney of her choice prior to executing this Agreement.

7. Has a full seven (7) days following the execution of this Agreement to revoke this Agreement and has been and hereby is advised in writing that this Agreement shall not become effective or enforceable until the revocation period has expired. If Employee revokes this Agreement within the time frame specified above, she agrees to do so by giving written notice to the Superintendent. In the event that Employee timely revokes this Agreement after she has received any payment for consideration specified herein, Employee agrees to return said payment or consideration with her notice of revocation.

4. Indemnification for Acts in the Course and Scope of Employee's Employment.

Notwithstanding anything herein to the contrary, to the maximum extent provided by law, the District shall defend, hold, harmless, and indemnify Employee from any and all demands, claims, suits, actions, and legal proceedings brought against Employee in her official capacity as agent and employee of the Board, or in her individual capacity, provided that the claim arose while Employee was acting within the scope of her employment. In no event shall the District's obligation hereunder exceed the authority conferred upon it by State law.

5. Compromise. As certain claims or disputes may have arisen during the course of Employee's employment, it is understood and agreed that this Agreement is a compromise and settlement of any and all disputed claims by Employee and that it shall not be construed to be an admission of liability or wrongdoing by any party.

6. Waiver of Liquidated Damages. The District waives any right it may have to liquidated damages for early termination of Employee's 2018-19 employment contract.

7. Authority. Employee represents and warrants that she has the authority to enter into this Agreement, and that she has not assigned any claims to any person or entity.

8. Complete Agreement. No promise, inducement or agreement not herein expressed has been made or entered into with Employee. This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto with respect to the matters addressed herein and supersedes all prior understandings and agreements. The parties may not change, modify or rescind this Agreement except in writing, signed by both parties.

9. Headings. The heading to each paragraph contained herein is for the convenience of the parties and has no independent legal significance.

10. Governing Law. This Agreement shall be construed and enforced under the laws of the State of Arizona.

11. Drafting. Neither this Agreement nor any of its provisions shall be deemed prepared or drafted by any one party or its attorneys and shall not be construed more strongly against Employee or the District.

Dr. Pamela Sitton
Employee

SCOTTSDALE UNIFIED SCHOOL
DISTRICT

By Barbara Parkling
Its _____

Exhibit A

Date: May 15, 2018

From: Pamela Sitton

This letter serves as notice of my retirement from the Scottsdale Unified School District. My last day of work for the District will be July 31, 2018.

Thank you,



Pamela Sitton

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Dr. Pamela Sitton
Employee

SCOTTSDALE UNIFIED SCHOOL
DISTRICT

By Barbara Purkling
Its _____

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Pamela Sitton