

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (the "Agreement"), dated 9/1/23, 2023 is between Dr. Anna Battle ("Employee"), and the Casa Grande Union High School District ("District").

RECITALS:

- A. The District employed Employee as its Superintendent. The District's Governing Board has elected to terminate Superintendent's employment without cause.
- B. The District and Employee desire to amicably and forever resolve any and all issues pertaining to the Employee's employment with and separation from the District, without any admission of wrongdoing or liability, and without setting any precedent binding on the District in any other situation.

AGREEMENTS:

In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, Employee and District agree to the following terms and conditions:

1. Separation: Effective Date. Employee's effective date of termination was March 3, 2023.

2. Consideration.

(a) Following Board approval of this Agreement, the District will pay Superintendent the severance pay called for in the employment agreement in three payments as follows: The first payment of \$48,697 will be made within 30 days of Board approval of this Agreement; payment two in the amount of \$155,000 will be made between January 1-15, 2024; payment three in the amount of \$155,000 will be made between January 1-15, 2025. Said gross sum payments will be subject to taxes and other standard withholdings. Employee waives any other claim to additional compensation, benefits or other damages.

(b) References – Employee will refer prospective employers seeking a District employment reference to the District's Director of Human Resources. The parties agree that prospective employers will be told that Dr. Battle was terminated without cause and that the District does not generally comment further on personnel matters.

(c) Transition – Employee will be reasonably available to assist the District with remaining issues related to matters that took place during her employment.

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 – The District and Employee, on behalf of herself, her marital community, if any, her heirs and assigns, by executing this Agreement, hereby release and discharge all of their respective existing rights to any relief of any kind (known and unknown) from the other and their affiliated entities, predecessors, successors, assigns, agents, board members, employees, 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 Employee'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 related to retirement benefits and/or 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 his 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 Board President Wright. 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. 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.

5. Non-Disparagement. Employee agrees that she will not disparage the District, its board members or employees. Similarly, the Board and the District's executive team will not make disparaging comments about Dr. Battle to third parties. This paragraph does not prohibit the parties from discussing District matters and decisions.

6. Confidentiality.

(a) The parties intend that Employee treat the terms and conditions upon which this matter has been settled, including the provisions of this Agreement ("Confidential Information"), as confidential. Employee will not disclose Confidential Information to any person or entity at any time, except as provided herein.

(b) Employee may disclose Confidential Information to her attorneys, accountants, or tax planners, provided that if she discloses Confidential Information to any such person, she must simultaneously inform that person that the person must keep the information strictly confidential and that the person may not disclose the information to any other person without the advance written consent of the District, and provided further that any disclosure of Confidential Information by any such person will constitute a disclosure by Employee. Employee may give truthful testimony in response to direct questions asked pursuant to an enforceable court order obtained after providing notice to the District, which order pays due regard to the concerns for confidentiality expressed by the parties herein.

(c) This paragraph will not prevent Employee from testing the "knowing and voluntary" nature of this Agreement in court or from seeking a judicial determination of the validity of the waiver and release of claims contained in this Agreement if she should choose to do so.

(d) Employee recognizes that the District is subject to Arizona's public records law and will be required to produce this Agreement if appropriately requested.

7. Approval. This Agreement shall not be effective or become binding until approved by a majority of a quorum of the District Governing Board at a duly noticed regular or special public meeting.

8. 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.

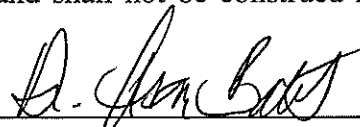
9. Complete Agreement. No promise, inducement or agreement not herein expressed has been made or entered into with Employee. This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto with respect to the matters addressed herein and supersedes all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

10. Bar to Any Action or Lawsuit. Except as may otherwise be prohibited by law, the District may plead this executed Agreement as a complete bar to any action or lawsuit before any administrative body or court with respect to any Claim that existed or may have existed as of the date hereof.

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

12. Governing Law and Forum. This Agreement shall be construed and enforced under the laws of the State of Arizona without reference to conflicts of laws principles. In regard to any litigation which may arise in regard this Agreement, Employee shall and does hereby submit to the jurisdiction of and agrees that the proper venue shall be solely in state or federal court in Pinal County, Arizona.

13. 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. Anna Battle
Superintendent

CASA GRANDE UNION HIGH SCHOOL
DISTRICT

By: 

Its: Board President