

SUPERINTENDENT SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (the "Agreement") is entered into by Tucson Unified School District No. 1 of Pima County, Arizona ("TUSD") and Dr. Heliodoro T. Sanchez ("Sanchez").

SANCHEZ is employed by TUSD as the Superintendent pursuant to an employment contract effective July 1, 2015 through June 30, 2018 ("Contract"). TUSD and SANCHEZ agree that it is in the best interests of both parties if SANCHEZ resigns his position prior to the expiration of the Contract. TUSD and SANCHEZ wish to assure an amicable separation and post-separation relationship. Accordingly, the parties agree on the following terms.

- 1) Resignation Date: SANCHEZ resigns his employment with TUSD effective February 28, 2017 by a separate written letter of resignation, attached as Exhibit A.
- 2) Separation Documentation: TUSD and SANCHEZ shall cooperate to complete all documentation necessary to effect the separation.
- 3) Agreement Not an Admission: This Agreement shall not in any way or at any time be construed for any purpose as an admission or evidence by either SANCHEZ or TUSD that either party acted wrongly or improperly in the employment relationship or in its termination. To the contrary, this Agreement is not to be considered as anything other than a separation based upon an amicable employment relationship.
- 4) Reference: If TUSD receives a written request to provide a reference, signed by SANCHEZ, then TUSD will provide a neutral reference, confirming dates of employment, position, salary, and such additional other form of reference as mutually agreed upon by the TUSD and SANCHEZ.
- 5) Mutual Release of Claims:
 - a. SANCHEZ agrees to release TUSD's Board, officers, agents, employees, and representatives from any and all claims and liabilities relating to his employment, his Contract, and/or separation from employment, which he may now have, or ever has had, including but not limited to any cause of action, charges, and damages arising under his Contract, federal or state law.
 - b. TUSD agrees to release SANCHEZ and his successors and assigns from any and all responsibilities under the Contract, charges, complaints, claims, liabilities and/or lawsuits relating to his employment and/or separation from employment, which TUSD may now have or ever has had including any cause of action, charges or damages under federal or state law.

- 6) Non-disparagement: The parties, including Governing Board members Mark Stegeman, Rachael Sedgwick, Adelita Grijalva, Kristel Foster and Michael Hicks, agree to refrain from making derogatory statements about the other. TUSD assumes ^{no} liability, nor is it the intention of any of the parties to impose liability upon TUSD, for any breach of the obligations imposed by this paragraph upon the Governing Board members in their individual capacities. Upon acceptance of his resignation, SANCHEZ's personnel file shall reflect that he voluntarily resigned from his employment. The parties recognize that calculating damages from a breach of this provision may be difficult. Accordingly, in the event of a breach, the non-breaching party shall be entitled to seek injunctive and all other available forms of relief in Pima County Superior Court, in addition to economic damages.
- 7) Compensation: Upon the effective date of his resignation, SANCHEZ will receive compensation then due to SANCHEZ under his Contract and District policies, minus any taxes or mandatory deductions. Additionally, SANCHEZ will receive consideration beyond that which he was entitled to receive before entering into this Agreement: within ten (10) days of his resignation, SANCHEZ shall receive a payment in the amount of \$200,000.00, minus appropriate deductions for taxes and other ordinary payroll items.
- 8) Unemployment Benefits: Should SANCHEZ apply for unemployment benefits from the State of Arizona, TUSD reserves the right to contest the explanation of separation from employment should SANCHEZ make any assertions beyond that the separation was involuntary.
- 9) Confidentiality: Except as required by applicable law, no details of this Agreement will be shared with other parties except with legal counsel, for tax advice and/or with a financial planner for financial advice, as necessary. In the event disclosure is required, it shall be limited to the maximum extent possible.
- 10) Immediate Exit and Return of Property and Confidential Information: SANCHEZ has returned, or will immediately return, to TUSD, all TUSD confidential information and related reports, maps, files, memoranda and records; credit cards, door and file keys; computer equipment; software; and other physical or personal property which SANCHEZ received, prepared, or helped to prepare in connection with his employment. SANCHEZ represents that he has not retained and will not retain any copies, duplicates, reproductions or excerpts of confidential information. The term "confidential information" means (a) information pertaining to TUSD operations in the broadest meaning of that term, and (b) information received from third parties under confidential conditions. In addition, Sanchez agrees not to return to his office, and/or any TUSD property or buildings including 1010 E. Tenth Street, without the specific advance permission of the Governing Board or its designee and in the company of TUSD security personal, and agrees to refrain from any future communication with TUSD personnel,

agents, independent contractors, vendors, creditors or debtors regarding TUSD affairs, except as specifically authorized in advance in writing by the Governing Board or its designee.

- 11) Entire Agreement: This Agreement sets forth the entire agreement between TUSD and SANCHEZ with respect to the subject matter hereof. It may not be modified or terminated except by a written instrument signed by an authorized representative of TUSD. A party defaulting under this Agreement shall be liable to pay the reasonable attorney fees the non-defaulting party incurs in enforcing this Agreement.
- 12) Severability: The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable. This Agreement shall survive the termination of any arrangements contained herein. It is expressly understood and agreed that this Agreement is binding and is a legal obligation on TUSD and on SANCHEZ and that by signing it, both parties agree not to initiate any legal action against the other concerning his employment, except only those claims that may arise out of the failure of either party to comply with the terms set forth in this Agreement, which shall be construed under the laws of the State of Arizona.
- 13) Choice of Law: This Agreement is to be construed by the internal laws of the State of Arizona, including its conflict of laws principles.
- 14) SANCHEZ hereby agrees that he has read and understood the terms of the Agreement, and he has consulted with an attorney of his choice prior to executing this Agreement.

For TUSD, TUCSON UNIFIED SCHOOL DISTRICT, NO. ONE

By: Cheryl M. [Signature]

Date 02/28/2017

Its: President

SANCHEZ, DR. HELIODORO T. SANCHEZ

Heliodoro T. Sanchez, DR. [Signature]

Date 2-28-17


KRISTEL FOSTER

By: _____ Date _____
Board Member of TUSD, TUCSON UNIFIED SCHOOL DISTRICT, NO. ONE, and
individually as to the obligations of paragraph 6 only.

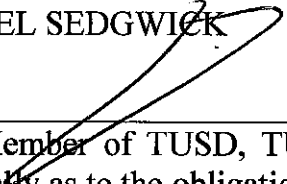
ADELITA GRIJALVA

By: _____ Date _____
Board Member of TUSD, TUCSON UNIFIED SCHOOL DISTRICT, NO. ONE, and
individually as to the obligations of paragraph 6 only.


MICHAEL HICKS

By:  Date 02/28/2017
Board Member of TUSD, TUCSON UNIFIED SCHOOL DISTRICT, NO. ONE, and
individually as to the obligations of paragraph 6 only.

RACHAEL SEDGWICK

By:  Date 2/28/2017
Board Member of TUSD, TUCSON UNIFIED SCHOOL DISTRICT, NO. ONE, and
individually as to the obligations of paragraph 6 only.

MARK STEGEMAN

By:  Date 2/28/17
Board Member of TUSD, TUCSON UNIFIED SCHOOL DISTRICT, NO. ONE, and
individually as to the obligations of paragraph 6 only.

RESIGNATION

In accordance with the Superintendent Separation and Release Agreement (the "Agreement"), I, Heliodoro T. Sanchez, resign my position as an employee and Superintendent of Tucson Unified School District No. 1, Pima County, Arizona ("TUSD"), effective immediately. Subject to the Agreement, I agree that this resignation will terminate any rights I have to the enjoyment of any of the benefits of my current employment contract with TUSD ("Contract"), its policies or regulations, or any statutory benefits conferred on Arizona public school district employees. I also agree that this resignation terminates both the authority and responsibilities authorized or required of me pursuant to the Contract.

Dated February 28, 2017

Heliodoro T. Sanchez, Ed.D.

Heliodoro T. Sanchez