



Tucson Unified School District

## LEGAL DEPARTMENT

P O BOX 40400 • TUCSON, ARIZONA 85717-0400

Julie C. Tolleson, General Counsel  
Nancy Woll, Legal Counsel

Telephone: (520) 225-6040  
Facsimile: (520) 225-6651  
mail: [LegalServices@tusd1.org](mailto:LegalServices@tusd1.org)

June 2, 2015  
(Sent by electronic email)

Esther Warkov  
[stopsexualassaultinhighschool@comcast.net](mailto:stopsexualassaultinhighschool@comcast.net)

On April 6, 2015 you submitted a public records request for all records from January 1, 2004 to present related to sexual harassment, assaults, discipline, settlements, Title IX records and Sabino High School investigation. On May 4, 2015 existing documents were provided to you.

On May 14, 2015 we received an email in which you state "I would like to reiterate my request regarding **Sabino High School**". Please be advised that the following documents regarding Sabino High School are being sent to you in an electronic read-only format and are responsive to the following:

1. "I would like to have all information regarding sexual harassment/sexual assault complaints from Jan. 2004 until now" – **(See attachment: Sabino School Safety Rpts – 7 pages. No additional documents exist)**
2. "I request all information about settlements for sexual harassment/assault from 2004 to onwards" – **(See attachment: Settlement Agreement LMartinez – 4 pages) On May 4<sup>th</sup> we sent Consent Degree for CV11-471-TUC-DCB. Please be advised these are the only two. No additional documents exist).**
3. "I would like all information about any and all Title IX complaints against TUSD" – **(On May 4<sup>th</sup> you were provided with 2014-2015 complaints, prior years do not exist).**
4. "In my previous letter I asked why the complaints you sent were labeled "Title IX" – **(According to your April 6<sup>th</sup> public records request, you requested them).**
5. "Is there any update on the OCR case against Sabino"- **(See attachment: Letters to parents regarding OCR complaint – 5 pages. No additional documents are available at this time - still pending).**

Please be advised that Tucson Unified School District's Governing Board Policies and Regulations are available on our website at <http://www.tusd1.org> under the policies and regulations section. You may review policy KDB-Public's Right to Know/Freedom of Information.

Sincerely,

Imelda Cardenas  
Custodian Public Records



# DEPARTMENT OF SCHOOL SAFETY

Restorative Justice    Truancy Mediation    Training    Investigations    Uniformed Security

L4 [redacted] forced to perform oral sex on [redacted] in school stairwell. PCSO 041114262

TUSD Assistance Requested: NO

Location: SABINO

Report submitted by: DANIEL SCHULTER, ED.D., ASSISTANT PRINCIPAL FOR OPERATIONS, 520-584-7707

Date/time submitted: 2/16/2009 11:19:35 AM

## INCIDENT DETAILS

TUSD Case # 090217007

Police Case #

DATE/TIME OF OCCURRENCE 2/13/09 Time: 9:00A.M.

Information about the victim: Name: [redacted]

Address: [redacted]

Sex: FEMALE

Race: CAUCASIAN

Date of Birth: [redacted]

Phone: [redacted]

Suspect/person of interest info: Name: [redacted]

Address: [redacted]

Race: CAUCASIAN

Sex: MALE

Age: [redacted]

Phone: [redacted]

Weapon Involved: NO

Vehicle info:

Incident description: 16 February 2009 Re: [redacted] (Matric [redacted]) Reporting Party: Dan Schuler, Assistant Principal for Operations A math teacher, Michelle Magdanz reported that a female student came to her with a report that two male students were making inappropriate sexual comments toward her and her friends. I called [redacted] one of the male students to my office. He was not in class, so I met with the female student who made the accusations in Mr. Munger's office. [redacted] stated that [redacted] and his friend [redacted] had been sexually harassing several of the girls in Ms. Magdanz's class. She stated that [redacted] made most of the comments and that [redacted] laughed at his harassment. [redacted] reported that [redacted] said things like: "Will you be a slut for me?" "I have \$20.00 (showing it in his wallet.) Will you suck my dick?" "What have you done sexually?" "Hey do you take it up the ass?" "Will you take me up the ass?" After completing the interview with [redacted], I sent another call slip for [redacted] when I saw that he was not marked absent in 2nd period. I interviewed [redacted] in my office. He admitted that he and some friends joke around with girls saying stuff like, "Hey will you have sex with him?" When confronted about the details that the girls gave he stated that he had not said those things, but admitted to talking to [redacted] about, "taking it up the butt." I met with [redacted] in Mr. Munger's room. We discussed his role in the harassment. He confirmed that it was [redacted] who made the statements and that [redacted] was laughing at the comments. [redacted] later confirmed that [redacted] had said many of the things that the girls reported. I explained to [redacted] that his actions were inappropriate and would not be tolerated here at Sabino High School. I explained to [redacted] that he would be suspended from school for three days for his sexual harassment of the girls in his math class. I contacted [redacted] father, Mr. [redacted] and explained that [redacted] had been sexually harassing some girls in his math class. I explained to [redacted] the types of things that [redacted] was saying and that he would be suspended from school for 3 days. I received Mr.



## DEPARTMENT OF SCHOOL SAFETY

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permission for [REDACTED] to leave campus to start the suspension. I provided a copy of TUSD policy 5060 to [REDACTED]. I explained to [REDACTED] that I would request homework for [REDACTED] and that the parents could come to school to pick up the work in my office and that [REDACTED] was not allowed to attend any school function or visit any TUSD campus during his suspension. [REDACTED] asked me to tell [REDACTED] to call him before he left the school parking lot. I communicated this message to [REDACTED] and escorted him to the parking lot to leave campus. Dan Schulter, Ed.D. Assistant Principal for Operations Sabino High School [REDACTED]

#### ADDITIONAL INFORMATION

Action taken: - Suspended  
911 CALLED (police, fire, etc.)  
OTHER - PARENT NOTIFIED

TUSD Assistance Requested: NO

Location: SABINO

Report submitted by: DANIEL SCHULTER, ED.D., ASSISTANT PRINCIPAL FOR OPERATIONS, 520-584-7707

Date/time submitted: 4/2/2009 10:23:29 AM

#### INCIDENT DETAILS

TUSD Case # 090402014

Police Case #

DATE/TIME OF OCCURRENCE 3/31/09 Time: 9:30 A.M.

Information about the victim: Name: SABINO HIGH SCHOOL

Address: 5000 N. BOWES ROAD TUCSON, AZ 85749

Phone: 520-584-7705

Suspect/person of interest info: Name: [REDACTED]

Address: [REDACTED]

Race: CAUCASIAN

Sex: MALE

Age: [REDACTED]

Phone: [REDACTED]

Weapon Involved: NO

Vehicle info:

Incident description: 1 April 2009 Re: [REDACTED] [REDACTED] (Matric # [REDACTED])

Reporting Party: Dan Schulter, Assistant Principal for Operations Mr. Kellermeyer received a report from [REDACTED] the afternoon of March 31, 2009 that [REDACTED] has been poking her in her side and on her leg repeatedly. She stated that as she was leaving Mr. Smith's math class that [REDACTED] fell into her and grabbed her buttocks. I called [REDACTED] down to the office where he met with Mr. Kellermeyer, Deputy Knuth and me. Mr. Kellermeyer listed for [REDACTED] the prior violation for sexual harassment and read the statement taken from the female student to [REDACTED]

without using her name; [REDACTED] said that he thought that it was [REDACTED]. Deputy Knuth explained to [REDACTED] that he could be arrested for this behavior which is recurring. Mr. Kellermeyer called [REDACTED], [REDACTED] father to explain the situation. [REDACTED] became very nervous and asked to go outside where he threw up several times. I stayed with [REDACTED] and walked with him back into the office. I gave [REDACTED] a bottle of water and some Kleenex. Mr. Kellermeyer continued to talk to [REDACTED] father and I went down to the basement to contact Ms. Lawwill the Exceptional Education Department Chair. She was busy administering AIMS, but asked me to have Robyn Rudic, the School Psychologist to come to the office. When I returned to Mr. Kellermeyer's office, [REDACTED] was outside throwing up again. I walked him back into the office and introduced him to Robyn. We talked about the situation and what [REDACTED] could have done differently. Mr. [REDACTED] called back while we were meeting and I explained that [REDACTED] would be suspended, but that I was not sure if he would be arrested. Mr. [REDACTED] stated that he would come to Sabino, but that it would take him about 30 minutes. [REDACTED] continued to throw up as we discussed the situation. Mr. [REDACTED] arrived on campus and he met with [REDACTED], Ms. Rudic, Mr. Kellermeyer and Dr. Schulter. I explained that [REDACTED] would be suspended from school for 6 days and that we would have a manifestation Hearing on Monday, April 6, 2009 at 9:00 a.m. I also explained that a Sheriff Office other than Deputy Knuth would investigate the incident before determining whether [REDACTED] would be arrested. I explained that Deputy Knuth had a conflict with this case because he knew the girl. I provided a copy of Policy 5061 to Mr. [REDACTED]. I explained to Mr. [REDACTED] that he could come to school to pick up the work in my office and that [REDACTED] was not allowed to attend any school function or visit any TUSD campus during his suspension. I discussed that Mr. [REDACTED] could arrange for [REDACTED] to make up any tests after school at 2:30 by arranging it with me. I explained that [REDACTED] father would have to accompany [REDACTED] on to campus during the testing. I escorted [REDACTED] off campus in the custody of his father. Dan Schulter, Ed.D. Assistant Principal for Operations Sabino High School 520-584-7705

#### ADDITIONAL INFORMATION

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Action taken: Action Taken Per Guidelines for Student Rights and Responsibilities  
- Suspended  
911 CALLED (police, fire, etc.)  
SCHOOL SAFETY OFFICE NOTIFIED  
OTHER - PARENT NOTIFIED

TUSD Assistance Requested: NO

Location: SABINO5000 N. BOWES RD. TUCSON, AZ 85749

Report submitted by: MATT P. MUNGER, ASSISTANT PRINCIPAL FOR CURRICULUM,  
520 584 7708

Date/time submitted: 12/14/2009 1:40:38 PM

#### INCIDENT DETAILS



#### DEPARTMENT OF SCHOOL SAFETY

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TUSD Case # 091214014

Police Case # 091211118

DATE/TIME OF OCCURRENCE 11 DECEMBER 2009 Time: 10:30 A.M.

Information about the victim: Name: [REDACTED]

Address: [REDACTED]

Sex: FEMALE

Race: WHITE/CAUCASIAN

Date of Birth: [REDACTED]

Phone: [REDACTED]

Suspect/person of interest info: Name: UNKNOWN

Weapon Involved: NO

Vehicle info:

Incident description: On Friday, 11 December 2009, I received a report from TUSD Project FASST coordinator, Ms. Dana Limperis, that a student, [REDACTED], she was working with had reported that she had been raped two years ago and had recently received a letter from the person threatening to kill her. [REDACTED] stated that the rape had occurred along the side of road near her house and she had vaguely recognized the person; however, she was unable to recall any specific details about the person other than the vehicle. Additionally, [REDACTED] stated that she had not told her mother; thus, she had not reported the rape to anyone. I immediately went to [REDACTED] class and escorted to my office where Ms. Limperis, myself, and a Pima County Sheriff's Deputy (on campus for a separate investigation) met with [REDACTED] to discuss her report and begin the process of filing a report with the Sheriff's Department. While speaking with [REDACTED], I called her mother and asked that she come to the school as soon as possible. Ms. [REDACTED] arrived on campus at 11:27 a.m. and I reviewed the chronology of events leading up to the present meeting. After completing a case report, [REDACTED] was checked out of the Attendance Office by her mother. [REDACTED] has provided the following statement: The following is a report of what happened Friday 12/11/09 at Sabino High School: During the F.A.S.S.T. group first period [REDACTED] requested I speak with her. I gave her a call slip and met with her individually during period 3. [REDACTED] reported to me that she had received a letter at her home recently from an adult man who had raped her a couple years earlier. She did not want me to report this to anyone, she just wanted to talk about it. I told her I could not guarantee confidentiality, and I was concerned. I then spoke with Mr. Munger and Deputy Farmer (from the Sheriff's Department). We then brought [REDACTED] into the meeting and Deputy Farmer gathered further information from her about the report of a rape and receiving the letter. [REDACTED] mother, [REDACTED], was contacted and came in immediately for a meeting. [REDACTED], Mr. Munger, Deputy Farmer, [REDACTED], and myself were all present. We all discussed with [REDACTED] mom what she had reported and Mr. Farmer informed them what legal steps would be taken from here. Mr. Munger has received an incident report number and will file an incident report with TUSD. Sincerely, Dana Limperis

#### ADDITIONAL INFORMATION

Action taken: Action Taken Per Guidelines for Student Rights and Responsibilities

911 CALLED (police, fire, etc.)

OTHER - PARENT NOTIFIED



DEPARTMENT OF SCHOOL SAFETY

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Summary: Found video of [REDACTED] in inappropriate behavior with [REDACTED] while doing an investigation at Sabino High.

Narrative: See Supplement for details.

Location: SABINO  
Report submitted by: KAREN IVES  
Call sign: INDIA ONE  
Date/time submitted: 12/30/2013 10:51:22 AM  
Type of Report: CASE REPORT

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TUSD Case # 131230016

Police Case #

Classification Code 20.01

DATE/TIME OF OCCURRENCE UNKNOWN

Information about the victim: Name: [REDACTED]

Address: [REDACTED]

Sex: MALE

Race: CAUCASION

Date of Birth: [REDACTED]

Phone: [REDACTED]

Suspect/person of interest info: Name: [REDACTED]

Address: [REDACTED]

Race: CAUCASION

Sex: FEMALE

Age: [REDACTED]

Phone: [REDACTED]

Weapon Involved: NO

Vehicle info:

Supplement TUSD Case #131230016

Connect-Up Case #131202012

By: Karen Ives, Investigator

Date: 12/30/13

On 12/2/13 while investigating the Connect-Up case I was working with [REDACTED] at Sabina High School. Her telephone had inappropriate material on it from an incident which occurred in the girl's locker room. The material contained video of another student under age in the nude. I opened several photos and video's to determine if there was further inappropriate material and additional photos of the victim in this investigation.

I located a video of [REDACTED] and her adoptive brother, [REDACTED]. It was obviously being videotaped by a third party, whom [REDACTED] identified as her friend, [REDACTED].

[REDACTED] mother is in prison. His father passed from a drug overdose. He resided with his grandmother until she passed one and a half years ago from cancer. [REDACTED] has known [REDACTED].



**DEPARTMENT OF SCHOOL SAFETY**

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since he was one year old. Her family adopted him and she is very close to [REDACTED]. [REDACTED] is 13 years of age and attends 7th grade at [REDACTED]. In the video [REDACTED] is wearing a sports bra and briefs. [REDACTED] exposes her breasts but keeps the nipples covered with her hands. [REDACTED] is lying face down on a bed. [REDACTED] pulls the bra up over her breasts and lies on top of [REDACTED]. After a short period of time she begins to slide off of him. [REDACTED] bites [REDACTED] on his buttock hard and does not let go. [REDACTED] can be heard screaming in pain.

There is a photograph of an arm with a deep dark bruise approximately one inch in diameter. [REDACTED] stated her brother pinched her.

I called CPS hotline and spoke to Marie. She took the above information and informed me it would be for information only. They do not investigate child on child situations even if in the home. In speaking with Operations Director Candy Egbert, it was recommended I share this information with those involved in the current DES investigation by DPS and the Governor's office. On 12/30/13 I sent an email to eloring@az.gove. Ezra Loring is the ombudsman with the Governor's office and DPS handling the investigation. The email was made a part of this report. Assistant Principal Doty Russell informed [REDACTED] parents of the video and photograph. Mr. Russell released the telephone to [REDACTED] parent after the deletion of the video involving the other student in the connect-up case.

Case Closed on 12/30/13.

Location: SABINO

Report submitted by: MATT MUNGER, PRINCIPAL, 520.584.7703

Date/time submitted: 11/5/2014 3:07:10 PM

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#### INCIDENT DETAILS

TUSD Case # 141105026

Police Case # 141105097

DATE/TIME OF OCCURRENCE 11/04/2014 Time: 8:45A.M.

Information about the victim: Name: UNKNOWN

Suspect/person of interest info: Name: [REDACTED]

Address: [REDACTED]

Race: WHITE/CAUCASIAN

Sex: MALE

Age: [REDACTED]

Phone: [REDACTED]

Weapon Involved: NO

Vehicle info:

Incident description: On Tuesday, 4 November 2014, I received a phone call from Ms. Veronica Duran, Asst. Principal from Magee Middle School, informing me that a student (Student A) had reported to her that [REDACTED], identified specifically by name, had sent her a picture of another Magee student's breasts (Student B) that morning. [Student A indicated that her friend, Student B, had sent the pictures to [REDACTED].] After receiving the report, I proceeded to [REDACTED] 2nd period class and escorted [REDACTED] to my office. Subsequent to arriving, I informed [REDACTED] of the report I received and asked if he was in possession of any pornographic content or had sent any pornographic photos to anyone. [REDACTED] vehemently denied doing so and denied having a cell phone. I informed [REDACTED] that I was going to conduct a search and, after asking [REDACTED] to empty his pockets, a white iPhone 4/4S was produced. When I asked for the password, [REDACTED] claimed he had forgotten it. I informed him that he could not have the phone back or be entirely cleared until I could check the phone. Later, Ms. Duran informed me that her two students also claimed that [REDACTED] had sent one of the students a picture of his genitals using his tablet (iPad-like device). When asked, [REDACTED], again, vehemently denied that he had sent any photos of himself. I advised [REDACTED] that if he had, he was better coming clean with me than having the evidence be sent to me by Magee's administration. [REDACTED] continued to deny the allegations and claimed he did not have a tablet. Later, in meeting with [REDACTED] grandmother, [REDACTED] finally produced the pin code to his phone. The grandmother also confirmed that [REDACTED] did have a tablet. In looking through the phone, numerous pictures of a girl wearing underwear were found and several were found of a girls' breasts. [REDACTED] then confirmed these were the photos he had received (2 from 1.5 months ago, 2 from last weekend) and confirmed he had sent one photo to Student A. A meeting was set for 7:15a.m. today to meet with [REDACTED], his mother, and grandmother to review the tablet and its contents. During this morning's meeting, 10+ photos were found showing the girls' (Student B's) breast, the girls' genitalia, and several of the girl's face with her breasts exposed. No photos were found of [REDACTED] genitalia. I advised [REDACTED], in the company of his grandmother and mother, that he was going to be suspended for pornographic content. I further advised that if it is determined that he solicited the girl for photos, "pressured" her for photos, or sent photos of himself to her (Student B), he could face additional consequences, up to and including arrest. [REDACTED] stated that Student B had also sent photos to a student at Palo Verde H.S. and Sahuaro H.S. In working with Mr. Michael Konrad, director of K-8 schools, I reviewed the investigation and findings and informed him that I would be notifying Palo Verde's and Sahuaro's principal of the report. I also communicated with Magee's principal, Dan Erickson, and informed him of my findings. At 10:22a.m. this morning, I placed a call to 911 and made a report. A deputy from Pima County Sheriff's Department arrived a short time later and I reviewed my findings. Deputy Barnes coordinated with Tucson Police Dept. Officer Mark Marine contacted me later and let me know that he would be following up with the parents in order to determine if any charges would be filed.

#### ADDITIONAL INFORMATION

Action taken: Action Taken Per Guidelines for Student Rights and Responsibilities

- Suspended

- Other: Restorative Conference and Community Service

911 CALLED (police, fire, etc.)



## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into between Tucson Unified School District No. 1 of Pima County (the "District") and Lillian Martinez ("Martinez").

The following events have resulted in the execution of this Agreement:

- A. A controversy has arisen between the parties hereto over issues concerning Martinez' employment with the District.
- B. Martinez has filed a lawsuit against the District, U.S. District Court Case Number CV 10-696-CRP, which alleges various causes against the District, namely sex and age discrimination and retaliation under Title VII, negligence and intentional infliction of emotional distress.
- C. The District believes its defenses against Martinez' claims are meritorious but wishes to avoid the costs of further defending this matter.
- D. The District and Martinez desire to settle Martinez' lawsuit against the District in an orderly and cooperative fashion, as specified in this Agreement.

THEREFORE, the parties agree as follows:

1. **Settlement Payment:** In order to avoid the expense and inconvenience associated with litigation of Martinez' action against it, the District agrees to pay the sum of Sixty Thousand Dollars (\$60,000) to Martinez and her attorney, Andrea Watters, in settlement of all claims Martinez has or may have hereafter against the District, its current and former Governing Board members, and its employees or its agents, including, but not limited to, all claims raised or which could have been raised in U.S. District Court Case Number CV 10-696-CRP. This amount shall be paid by August 25, 2011, or on the eighth day after the day that Martinez signs this Agreement, whichever is later. This amount is paid to settle Martinez' claims against the District and the Parties agree that this payment is for the settlement of disputed claims including personal injury claims. Martinez shall be exclusively liable for the payment of all federal and state taxes which may be due as a result of the payment described in this paragraph as well as her attorneys' fees and costs. Martinez represents that she has received independent legal advice regarding the payment of taxes, and has not relied upon any advice from the District and/or its attorneys regarding the necessity for withholding or the taxability of such payment. Further, Martinez agrees to indemnify and hold harmless the District from any claim or liability related to the payment of taxes related to this settlement payment.

2. **No Admission of Liability.** This Agreement shall not be deemed to be an admission of any liability or wrongdoing by the District or its employees or its agents..

The District has chosen to make this payment and enter into this Agreement to avoid the cost of further defending this matter.

3. **Dismissal of Action.** Martinez shall, immediately following the receipt of the monetary amounts described above, cause her attorney to execute and file a stipulation of dismissal with prejudice of U.S. District Court Case Number CV 10-696-CRP.

4. **Public Record.** This Agreement is subject to disclosure pursuant to the Arizona Public Records Act, A.R.S. § 39-101, et seq.

5. **Release of all Claims.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Martinez, on behalf of herself and her respective successors, heirs, assigns, attorneys, agents and representatives, hereby unconditionally and forever releases, acquits and discharges the District, its current and former Governing Board members, administrators, officers, directors, former and current employees, attorneys, agents, heirs, successors and assigns (collectively, the "Releasees"), of and from any and all claims, charges, complaints, demands, liabilities, obligations, damages, penalties, fees, costs, expenses and causes of action of every kind, nature and description whatever which Martinez has, may have, or may hereafter have against them or any of them arising out of the events relating to her employment with the District or any other events occurring prior to the execution of the Agreement. The parties expressly acknowledge that this Agreement is intended as a settlement of those claims raised or which could have been raised in U.S. District Court Case Number CV 10-696-CRP.

Without limiting the generality of the foregoing, Martinez, hereby releases, absolves, acquits and forever discharges the Releasees from any and all claims which Martinez has, may have, or may claim to have for or in connection with or arising from any of the following possible claims or damages: breach of an express or implied contract; breach of the implied covenant of good faith and fair dealing; wrongful or retaliatory or constructive discharge; negligent or intentional infliction of emotional distress; any claims based on A.R.S. § 23-1501 and/or § 23-1502; any claims under Title VII, the Civil Rights Acts of 1966, 1984, and/or 1991, all as amended; the Age Discrimination in Employment Act; the Older Workers Benefit Protection Act; the Americans With Disabilities Act; the Rehabilitation Act of 1983; Title IX; 42 U.S.C.A. § 1983, § 1985 and/or § 1986; A.R.S. § 41-1401, et seq.; the Arizona Civil Rights Act and related laws; the Arizona Equal Pay Law; the Fair Labor Standards Act; the Labor-Management Relations Act; the Equal Pay Act; the Worker Adjustment Retraining and Notification Act; any claims for emotional distress, mental anguish, pain and suffering, or physical or psychiatric care; any claims for back pay, front pay, and/or past or future loss of earnings or earning capacity; any and all claims for any and all other compensatory damages; any and all claims for punitive damages; any and all claims for costs, expenses, or attorneys' fees; and any and all claims for reinstatement of employment.

6. Time Period for Considering and Cancelling this Agreement: Martinez acknowledges that she has been given at least twenty-one (21) calendar days to review and consider whether to sign this Agreement, and that she has been advised that this Agreement contains binding legal terms, and that she has been advised and is hereby advised to consult with an attorney before signing it, and that by signing this Agreement before the expiration of the said twenty-one (21) day period, she will have waived the review and consideration period. Martinez may revoke this Agreement at any time during the seven (7) calendar days following his execution of this Agreement. In order to cancel or revoke the Agreement, Martinez must deliver a signed letter or other written notice stating that Martinez is revoking the Agreement to counsel for the District at the following address: Lisa Anne Smith, DeConcini McDonald Yetwin & Lacy, P.C., 2525 E. Broadway Blvd., Suite 200, Tucson, Arizona 85716. Said delivery shall not be complete until it is received by said counsel. If this Agreement is timely revoked, none of its provisions shall be effective or enforceable, and the District shall not be required to comply with the obligations set forth in Paragraph 1 of this Agreement. If the Agreement is not timely revoked, then the "Release-Effective" date shall be the eighth (8th) calendar day following Employee's signature.

7. Governing Law and Selection of Forum: This Agreement shall be governed by and interpreted according to the laws of the State of Arizona. Any action to enforce this Agreement shall be brought in the Pima County, Arizona.

8. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, with the same force and effect as though the parties executing such counterparts had executed by one instrument.

9. Representation: The terms and provisions of this Agreement represent the results of negotiations between the parties, each of which has been represented by counsel of its own choosing, and none of which have acted under duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the parties hereby waive the application of any rule of law to the effect that ambiguous or conflicting terms or provisions contained in the executed draft of this Agreement shall be interpreted or construed against the party whose attorney prepared the executed draft or any earlier draft of this Agreement.

10. Fees, Costs and Expenses: Martinez agrees that if she hereafter commences, joins in or in any other manner seeks relief against the District for any claim from which the District has been released pursuant to this Agreement, she shall pay to the District any attorneys' fees and costs incurred in the defense of such action.

11. Attorneys' Fees and Costs: Should any litigation be commenced between any of the parties to this Agreement concerning this Agreement or the rights and duties of any of the parties in relation to this Agreement, the prevailing party in such litigation shall, in addition to such other relief as may be granted, be entitled to a reasonable sum as and for such party's attorney's fees and costs in such litigation as determined in such

litigation. As used herein, "litigation" shall include any motion or other activity before the court in which any action is pending to enforce any provision of this Agreement.

12. **Entire Agreement.** This Agreement contains the entire agreement of the parties regarding the matters set forth herein and supersedes any prior agreements or understandings, there being no terms, conditions, warranties or representations other than those contained herein. In the event any provision or provisions of this Agreement are declared to be invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining terms and provisions of this Agreement, which shall remain in full force and effect.

Martinez hereby acknowledges that she has carefully read and understands this Agreement. Martinez fully understands the final and binding effect of this Agreement and Martinez is hereby advised and hereby acknowledges that she has been advised that this Agreement constitutes a legally binding document with important legal consequences and obligations and that it contains an irrevocable, unconditional, general, and voluntary release of all claims, whether known or unknown, and that Employee should consult with an attorney before entering into it. Employee acknowledges that she has received full and adequate consideration in exchange for signing this Agreement.

DATED: 8/11/2011

  
Lillian Martinez

FUCSON UNIFIED SCHOOL DISTRICT

DATED: 9/14/2011

By Maria Luna

Its Director, Risk Management



**Sabino High School**  
*A 2013 National Blue Ribbon High School*  
An "A" School

*Delivering Excellence in Education, Every Day! Grow, Reach, Succeed!*



**TUSD**

October 23, 2014

[REDACTED]  
[REDACTED]  
[REDACTED]

Re: [REDACTED]

Dear [REDACTED]:

The U.S. Department of Education, Office for Civil Rights (OCR), has asked us to send the enclosed letter to you requesting permission to interview your child. Also attached is a consent form along with relevant notices about your rights. Please read this information carefully and submit the completed consent form if you give permission for this interview by returning it to the District in the enclosed envelope or by faxing it to 520-225-6651. You may also scan and e-mail it to [nancy.woll@tusd1.org](mailto:nancy.woll@tusd1.org).

Thank you for your cooperation in this matter.

Respectfully,

A handwritten signature in cursive script, likely belonging to Matt Munger.

Matt Munger  
Principal  
Sabino High School

Enc.



UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE FOR CIVIL RIGHTS

1244 SPEER BLVD, SUITE 310  
DENVER, CO 80204-3582

REGION VIII  
ARIZONA  
COLORADO  
NEW MEXICO  
UTAH  
WYOMING

October 22, 2014

Dear Parent/Guardian:

The U.S. Department of Education – Office for Civil Rights (OCR) is investigating a complaint of discrimination filed against the Tucson Unified School District (District). Your child has been identified as a witness with information potentially relevant to our investigation. OCR is requesting permission to speak with your child.

OCR is the law enforcement arm of the U.S. Department of Education. Please see the attachment, "OCR Notice of Witness Rights," for a list of civil rights laws we enforce. Typically OCR gets involved in an investigation when an individual files a complaint of discrimination with our office against a recipient of federal funds from the Department, such as a school district.


OCR plans to conduct interviews at the Sabino High School on October 28<sup>th</sup> and 29<sup>th</sup>. The format of the interviews will be as group interviews with approximately 5 students each and your child would be part of a group. The interviews will last approximately a half an hour to 45 minutes, depending on the students' responses. We will not maintain records of the students' comments by name, but we will document the students' comments to our questions. OCR will not permit any District staff, District attorney, parent or other individual to participate in or observe the interviews. If you prefer to be present during the interview or prefer your child be interviewed separately from the group, please notify me of your wishes at my contact information provided below.

Provided are a Consent Form, OCR Notice of Witness Rights, and Notice about Investigatory Uses of Personal Information. Please sign the consent form and return it according to the District's instructions. If you have any questions regarding the 3 documents or have any concerns regarding the interview, please contact me at the information provided below.

Please be advised that Individuals filing a complaint, participating in an investigation, or asserting a right under Title IX are protected from intimidation or retaliation by 34 C.F.R. § 106.71, which incorporates 34 C.F.R. § 100.7(e).

You may reach me via email at [Michael.germano@ed.gov](mailto:Michael.germano@ed.gov) or by telephone at 303-844-2559.

Thank you.

  
Michael Germano  
Attorney Advisor



United States Department of Education  
Office for Civil Rights (OCR)

**CONSENT FORM -- PARENT OR LEGAL GUARDIAN  
FOR INTERVIEW AND USE OF PERSONAL INFORMATION**

Name of Child: \_\_\_\_\_

Institution: \_\_\_\_\_

OCR Complaint Number: \_\_\_\_\_

I have read the OCR document "OCR Complaint Processing Procedures" specifically the section entitled "Investigatory Uses of Personal Information." I understand that in the course of its investigation or for enforcement activities, OCR may find it necessary to reveal this child's identity to persons at the institution under investigation, witnesses, and the personal representatives of witnesses. I understand that the Privacy Act of 1974, 5 U.S.C. § 552a, and the Freedom of Information Act (FOIA), 5 U.S.C. § 552, govern the use of personal information submitted to all federal agencies and their individual components, including OCR.

I give my permission to OCR to interview \_\_\_\_\_. I also give my consent to the use of the information obtained in the interview.

I do \_\_\_\_\_ do not \_\_\_\_\_ (check one) want to be present for the interview.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Relationship to Child \_\_\_\_\_

Eff. date: January 2010



United States Department of Education  
Office for Civil Rights

OCR NOTICE OF WITNESS RIGHTS

The U.S. Department of Education, Office for Civil Rights (OCR), is responsible for enforcing Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975, which prohibit discrimination on the bases of race, color, national origin, sex, disability, and age. OCR is also responsible for enforcing the Boy Scouts of America Equal Access Act of 2001.

You have been identified as an individual who may have information relevant to a case OCR is investigating. Prior to initiating the interview with you, OCR will provide you with the following information:

1. The general purpose of the interview, including OCR's role, what law or laws may be pertinent to the investigation and, where appropriate, a brief explanation of what is under investigation.
2. A general explanation of the potential uses of the information that OCR obtains from you during the interview. This explanation will include information about the Freedom of Information Act.
3. You have the right to personal representation during the interview by a person of your choice.
4. If you are an employee of the school district, postsecondary institution, or other entity that is the subject of this investigation, you may refuse to have anyone else present during the interview. You also have the right to refuse to reveal what you said during an interview. If, however, you are in an upper level position of such authority that you speak for the institution (e.g., superintendent, college president), in most cases, the institution's counsel will be allowed to be present during your interview. If you are not an upper level employee and you identify the institution's legal counsel as your personal representative, OCR will inform you that such a person may have a conflict of interest between his or her responsibilities to the institution and his or her responsibilities as your personal representative.
5. A school district, postsecondary institution, or other entity that is the subject of an investigation may not intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by the civil rights laws enforced by OCR or because an individual has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding or hearing conducted pursuant to the laws enforced by OCR. If you believe that you are being retaliated against, you may file a complaint with OCR.

Any individual who will need reasonable accommodations due to a disability in order to participate in the interview should notify the Denver OCR office at (303) 844-5695 as far in advance of the interview as possible. For further information about OCR, please visit our website at: <http://www.ed.gov/ocr/> or contact the Office at 1244 Speer Boulevard, Suite 300, Denver, Colorado 80204, (303) 844-5695.

*January 2010*



### *Notice about Investigatory Uses of Personal Information*

To investigate your complaint, OCR may need to collect and analyze personal information such as student records or employment records. No law requires you to give personal information to OCR and no sanctions will be imposed on complainants or other persons who do not cooperate in providing information during the complaint resolution process. However, if OCR is unable to obtain information needed to investigate your complaint, we may have to close your complaint.

The Privacy Act of 1974, 5 U.S.C. § 552a, and the Freedom of Information Act (FOIA), 5 U.S.C. § 552, govern personal information submitted to all Federal agencies, including OCR.

The Privacy Act of 1974 protects individuals from the misuse of personal information held by the Federal government. It applies to records that are kept and can be located by the individual's name, social security number, or other personal identifier. It regulates the collection, maintenance, use and dissemination of certain personal information in the files of Federal agencies.

The information OCR collects is analyzed by authorized personnel within the agency and will be used only for authorized civil rights compliance and enforcement activities. However, in order to resolve a complaint OCR may need to reveal certain information to persons outside the agency to verify facts or gather additional information. Such details could include the age or physical condition of a complainant. Also, OCR may be required to reveal information requested under FOIA (discussed below). OCR will not release information to any other agency or individual except in the one of the 11 instances defined in the Department's regulation at 34 C.F.R. § 5b.9(b).

OCR does not reveal the name or other identifying information about an individual unless it is necessary for completion of an investigation or for enforcement activities against an institution that violates the laws, or unless such information is required to be disclosed under the FOIA or the Privacy Act. OCR will keep the identity of complainants confidential except to the extent necessary to carry out the purposes of the civil rights laws, or unless disclosure is required under the FOIA, the Privacy Act or otherwise by law.

The Freedom of Information Act (FOIA) gives the public the right of access to records and files of Federal agencies. Individuals may obtain items from many categories of records of the Federal government, not just materials that apply to them personally. OCR must honor requests under FOIA with some exceptions. Generally, OCR is not required to release documents during the case evaluation and investigation process or enforcement proceedings if the release could affect the ability of OCR to do its job. Also, a Federal agency may refuse a request for records compiled for law enforcement purposes if their release would result in an unwarranted invasion of privacy of an individual. Also, a request for other records, such as medical records, may be denied where disclosure would be a clearly unwarranted invasion of privacy.