

C.A.R.E.

COALITION FOR ACCOUNTABILITY,
RESPECT AND EXCELLENCE

July 13, 2017

Superintendent-Interim
Dr. Gabriel Trujillo
1010 E. Tenth St.
Tucson, Arizona 85719

Dear Dr. Trujillo,

CARE is in receipt of your response regarding the apparent violation(s) of former Superintendent H.T. Sanchez' separation contract. We appreciate your response to our inquiry. After review of your response/update, we have several additional concerns.

In regard to item number 1:

It should be reasonable to expect that findings be identified in a timely manner. It is our desire that the inquiry which you have initiated needs to be completed at a time certain. We believe that it serves no public good to allow this to linger, especially given that contract language concerning visits is clear and concise. May we suggest that a reasonable time might be July 21, 2017. We believe that transparency is always the best policy. Accordingly, we suggest that the findings be shared with the public and the media at the same time it is shared with the Governing Board.

In regard to item number 2:

We are pleased that the district did not compensate Dr. Sanchez for his visit and speaking engagements. However, what Dr. Sanchez did receive is the satisfaction and the feeling that he has slapped the District, the Governing body and the taxpayers in the face. This complete disregard for the dictates of his contract whether he was compensated or not, is unacceptable.

In regard to item number 3:

We are not convinced that the message here is that it is okay if someone other than employees of the district invited Dr. Sanchez. To take this position would be pure folly. The burden of compliance with the dictates of the contract agreement fall both on the Governing Body and the specific party to the contract. Suffice it to say that in our view, while it is important to know who invited him, in the final analysis, what is more relevant is whether Dr. Sanchez violated his contract.

In regard to Proposed Action:

It is our opinion that protocols for visit approvals are outlined in the contract already in existence and it should not be difficult to discern whether they were followed. The paramount issue at hand is the determination if a breach of contract has occurred and if so, what are the legal remedies for compliance when a breach of contract has occurred.

Item number 10 in the Sanchez separation agreement reads in part;

" In addition, Sanchez agrees not to return to his office, and/or any 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 personnel, and agrees to refrain from any future communication with TUSD personnel, agents, independent contractors, vendors, Governing body or its designee."

The forgoing contract language is abundantly clear that Sanchez is prohibited from any contact with TUSD personnel without the express written permission from the Governing board or its designee. Additionally, security personnel, according to the contract language must accompany Sanchez if he is to be on TUSD property. It is clear that both of these provisions were violated. For any staff to be allowed to violate this contract language without consequences should not be tolerated. In our view, disciplinary action is warranted.

Additional Questions:

1. How could Dr. Sanchez appear at Mary Merideth without engaging in any communication with staff?
2. Did Dr. Sanchez comply with the contract language regarding security escort?
3. If the governing Board did not give permission for Sanchez to appear on TUSD property, who was the designee that authorized his presence in writing?
4. If the Governing Board or its designee did not give advance permission for Sanchez to be on TUSD property, is this a breach of contract?

Thank you for your attention to this matter and we look forward to working with you in the future as we sail on this journey of excellence in education together.

Sincerely,

Coalition for Accountability, Respect and Excellence

CC Governing Board Members

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