

**VOLUNTARY RESIGNATION AND SETTLEMENT AGREEMENT**

This Voluntary Resignation and Settlement Agreement ("Agreement") is between Dr. Luis Valentino ("Valentino") and the Board of Education ("Board") of the Albuquerque Public Schools ("District"). The Agreement is the final agreement between the District and Valentino, and it controls the contractual employment relationship between the parties hereto after the date of the Agreement.

**RECITALS**

**WHEREAS**, the District currently employs Valentino as its superintendent according to an Employment Contract ("Contract") dated May 6, 2015;

**WHEREAS**, Valentino currently is contracted to remain in that position until June 30, 2017;

**WHEREAS**, believing it will be in his best interest and that of the District, Valentino and the Board reached a mutually acceptable agreement for Valentino to resign his position as superintendent;

**WHEREAS**, the parties wish to amicably end the employment relationship and resolve any pending disagreements and disputes without further legal action and/or disruption to the District; and

**WHEREAS**, it is strictly the voluntary act of Valentino to voluntarily end all duties as superintendent and resign his employment;

**WITNESSETH:**

**NOW, THEREFORE**, the parties agree for good and valuable consideration as follows:

1. Valentino does hereby voluntarily cease all duties as the superintendent effective upon the Board's authorization of this Agreement and resigns as an employee of the District effective 11:59 p.m., October 1, 2015. **As of the Board's adoption of this Agreement, Valentino will no longer exercise any responsibilities or duties as superintendent. Furthermore, after the Board's adoption of the Agreement, Valentino will no longer hold himself out as a representative of the District, and all superintendent authority will be exercised through an acting superintendent who will be assigned by the Board.** Valentino has agreed to and shall be on a board approved leave of absence from the Board's adoption of this Agreement through his resignation on October 1, 2015. Valentino's resignation letter shall be submitted to the Board at the specially called Board meeting of August 31, 2015. The resignation letter is attached hereto and incorporated herein by reference as **Exhibit 1**.

Notwithstanding anything to the contrary contained herein, Valentino shall be paid his full salary and benefits according to the terms stated in his Contract through October 1, 2015.

2. In consideration for Valentino's voluntary resignation and signing of this Agreement, the Board will provide the following to Valentino:

(a) A lump sum, and sum-certain payment of Eighty Thousand and No/100 Dollars (\$80,000.00) ("Total Settlement Payment"), payable within ten (10) days of and conditioned upon receipt of authorization of the Agreement by NMPED, pursuant to NMAC 6.20.3.8, including court consent to the Agreement. The parties understand that Valentino may instruct the Board to pay some or all of the lump sum to third parties as directed by Valentino;

(b) The District will continue to pay the employer portion of Valentino's family health insurance, dental and vision insurance in order to maintain such benefits through October 31, 2015. Valentino shall be responsible for any employee portions for such benefits.

3. At a time to be mutually agreed upon by and between Valentino and the District, but in any event no later than 11:59 p.m., September 1, 2015, Valentino shall return to District all keys, cell phones, computers, credit cards, if any, and other property, if any, of the District in Valentino's possession as it relates to Valentino's employment as the Superintendent of the District.

4. At a time to be mutually agreed upon by and between Valentino and the District, but in any event no later than September 8, 2015, Valentino shall remove his personal effects and property from the Superintendent's office.

5. Valentino is solely responsible for the payment of all taxes owed on the settlement, if any. Furthermore, Valentino agrees that he will fully indemnify the Albuquerque Public Schools and the Board for any taxes, or tax related fees, judgments, penalties, or interest that may be imposed against the Albuquerque Public Schools related in any way to failure to pay taxes, or tax-related fees, judgments, penalties, or interest on the Total Settlement Payment. As part of his indemnification obligations, Valentino agrees to pay any attorney fees expended by the Albuquerque Public Schools to enforce its indemnification rights or to defend against imposition of taxes, or tax-related fees, judgments, penalties, or interest in any way related to this payment.

6. In consideration for the Board's obligations under this Agreement and signature of this Agreement, Valentino hereby waives any right to compensation from APS for the remainder of the 2015-16 and 2016-17 contract years or any contract year thereafter, except with respect to the payments expressly set forth herein. At the same time, Valentino hereby releases the Board, its members, employees, officials and agents from any and all legal claims related in any way to his employment with Albuquerque Public Schools which he has filed or could file, in any and all forums. This includes but is not limited to all actions, state or federal in nature, including actions sounding in tort or contract; claims based on age<sup>1</sup>, race, sex, national origin, religion, disability, or sexual orientation; and claims premised on the U.S. Constitution, the New Mexico Constitution, Section 1983, the New Mexico School Code, Albuquerque Public Schools policies, or applicable collective bargaining agreements. It further includes any claims for costs and attorney fees, which Valentino, or anyone claiming on his behalf, has or may have, that are in any way related to his employment with the Board. This release additionally includes the surrender of any future causes or claims of any type that might be raised against the Board or its agents arising out of Valentino's employment, including unemployment compensation, even if the bases for such claims are not now known to Valentino or might have affected his willingness to enter this Agreement. This release shall be effective upon the full and complete performance of Board with the terms and conditions contained in this Agreement and authorization of the Agreement by NMPED, pursuant to NMAC 6.20.3.8, including court consent to the Agreement. Valentino expressly covenants and agrees not to sue or participate, unless required by court order, in any federal or state judicial or state administrative proceeding against the District or its Board, Board members, officers, employees, representatives, agents or attorneys, in their official or individual capacities, related to or concerning his employment as Superintendent by the District, the Board member's actions regarding his employment as

<sup>1</sup> Pursuant to the requirements of the Age Discrimination in Employment Act and Older Workers Benefit Protection Act, this Agreement will not be effective regarding release of age related claims until Valentino has considered the terms of those provisions for 21 days after execution. In addition, Valentino shall have 7 days from the date he signs this agreement to revoke the agreement regarding waiver of age claims only. This Agreement becomes immediately effective in accordance with the terms set forth herein, upon execution by Valentino for all waivers and consideration that are unrelated to the ADEA and OWBPA. In the event that Valentino revokes this agreement under the ADEA or OWBPA, the District will have no obligation to pay the amounts outlined herein, may seek to recover any payments made pursuant to this Agreement, and may take whatever other actions it deems appropriate.

Superintendent of the District, or his voluntary resignation from employment as Superintendent of the District. Thus, by signature of this document, Valentino understands that he is waiving the right to sue the Board or its agents, ask for review, or seek legal redress of any kind for claims arising out of or related to his employment. **This release should be interpreted broadly to accomplish a full and complete employment separation and resolution of any and all claims that have been filed or that might be filed in the future by Valentino.**

7. The Board hereby releases any and all claims, it or its members may have against Valentino from any and all legal claims related in any way to his employment with Albuquerque Public Schools which it or they have filed or could file, in any and all forums. This release additionally includes the surrender of any future causes or claims of any type that might be raised against Valentino arising out of Valentino's employment, even if the bases for such claims are not now known to the Board or might have affected its willingness to enter this Agreement. The Board expressly covenants and agrees not to sue or participate, unless required by court order, in any federal or state judicial or administrative proceeding against Valentino his agents or attorneys, related to or concerning Valentino's employment with the District or his resignation of that employment. Furthermore, the Board covenants and agrees not to raise, prosecute, or participate in any grievance, complaint, or other claim against Valentino. The Board will take such action or actions as may be necessary or required to withdraw or dismiss with prejudice any such grievance, complaint, or claim raised by the Board, excluding, however, those claims or any causes of action where it is determined by a court of competent jurisdiction that Valentino committed a criminal act, a violation of educator ethics or licensure requirements, official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence or bad faith. **Thus, by signature of this document, the Board understands that it is waiving the right to sue Valentino, ask for review, or seek legal redress of any kind for claims arising out of or related to Valentino employment with APS.** Nothing in this Agreement shall bar the District from any legally required reporting of licensure or ethical violations. This release should be interpreted broadly to accomplish a full and complete employment separation and resolution of any and all claims that have been filed or that might be filed in the future by the Board.

8. Valentino understands that this Agreement involves the expenditure of public funds, and it may be subject to public information requests. Valentino understands that the District will be the final decision-maker regarding the propriety of the Agreement's release under those circumstances, and Valentino waives any claims or requests for damages of any kind for any District release pursuant to a public record request.

9. The parties agree to issue a joint public statement, which is attached hereto and incorporated herein by reference as Exhibit 2. Furthermore, Valentino shall be provided a letter of reference signed by the Board President and Secretary, which is incorporated herein by reference as Exhibit 3. Nothing in this Agreement should be construed to prevent Valentino from requesting a personal reference, oral or written, from a District employee or Board member, in their personal and individual capacity, or to prevent such District employee or Board member from voluntarily providing such a personal reference to Valentino but Valentino shall have no claim if such a request is not granted. The Albuquerque Public Schools will permanently maintain the reference letter for Valentino in his personnel file. If contacted by anyone seeking references for Valentino, the reference letter attached as Exhibit 3 will be the official and exclusive reference provided by the Board. The Board and Valentino will make their best efforts to refer any third party inquiries regarding Valentino's employment as an employee of the District and as the Superintendent of the District to the mutual statements adopted in this Agreement.

10. New Mexico law shall govern the interpretation and enforcement of this Agreement; any claims raised regarding its enforcement or claims related to Valentino's employment with the District shall be filed only in the 2<sup>nd</sup> Judicial District Court of the State of New Mexico or in the United States District Court for the Northern District of New Mexico, or respective appellate courts.

11. This is a complete Agreement, and it contains all rights and waivers created or made by its execution. Modification of this Agreement shall be achieved only through written agreement signed by all parties.

12. Nothing in this Agreement or in its execution admits wrongdoing of any kind by either party. This is a voluntary agreement, mutually entered for the benefit of the District and Valentino.



13. If any part of this Agreement is deemed void or unenforceable, the remaining provisions shall remain in full force and effect.

14. All parties to this Agreement have had the opportunity to review this Agreement with counsel of their choice before signing and agreeing to its terms.

15. Because this matter relates to an Agreement with an administrator regarding contract resolution, all parties to this Agreement understand that their obligations and consideration are conditioned upon regulatorily required issuance of a state district court order and acceptance by the New Mexico Public Education Department, pursuant to applicable regulations.

16. The Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute one document. All the parties hereto further agree that they shall execute any and all documents necessary to affect the intent and purposes of the Agreement.

17. The Board agrees to defend, hold harmless and indemnify Valentino in accordance with the terms of his Contract and the limitations of coverage provided by APS's general liability coverage that is provided to all employees acting within the course and scope of their duties.



DR. LUIS VALENTINO

August 30, 2015

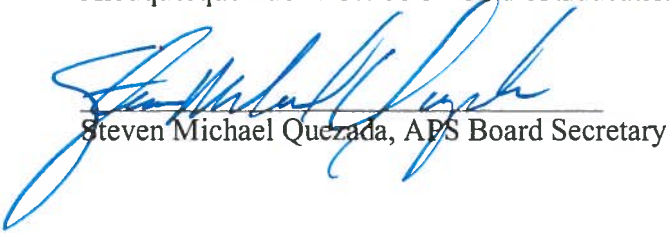
Date

ALBUQUERQUE PUBLIC SCHOOLS



Dr. Donald Duran, Board President  
an Authorized Representative of the  
Albuquerque Public Schools Board of Education

8/31/15  
Date



Steven Michael Quezada, APS Board Secretary

8/31/15  
Date

EXHIBIT 1



**ALBUQUERQUE PUBLIC SCHOOLS BOARD OF EDUCATION**

August 31, 2015

Dr. Donald Duran, President  
Albuquerque Public Schools Board of Education

Dear Dr. Duran:

I hereby submit my resignation as an employee of the Albuquerque Public Schools, to be effective October 1, 2015.

My resignation as the Superintendent and an employee of the Albuquerque Public Schools is tendered, subject to, and in accordance with, the terms, conditions and provisions of that certain Voluntary Resignation and Settlement Agreement between the Albuquerque Public Schools and me effective the 31<sup>st</sup> day of August, 2015. I understand that it is considered accepted and irrevocable upon the Board's execution of the Agreement and authorization of the Agreement by NMPED, pursuant to NMAC 6.20.3.8.

Sincerely,



Dr. Luis Valentino  
Superintendent

**EXHIBIT 2**

## **ALBUQUERQUE PUBLIC SCHOOLS JOINT STATEMENT OF THE BOARD OF EDUCATION AND DR. LUIS VALENTINO**

Dr. Luis Valentino and the Board of Education of Albuquerque Public Schools announce Dr. Valentino's resignation as Superintendent for the Albuquerque Public Schools. Given the parties differing views of the current incidents and challenges in the District, and believing they have fundamental differences regarding the future of the District, an agreement has been reached which allows Dr. Valentino the ability to pursue other career interests and permits the Board to hire another superintendent.

Dr. Valentino and the Board have entered into the Agreement believing it is in their respective best interests to move forward in this way. While the Board and Dr. Valentino are disappointed that the employment relationship did not work out, their agreement seeks a productive transition for all involved.

Dr. Valentino thanks the Board of Education for providing him with the opportunity to serve in the Albuquerque Public Schools. A school district is measured by the commitment of the Board, staff and community to its children and their achievement. This District is indeed so committed. Dr. Valentino would like to express his heartfelt appreciation to the staff and community for their support of the District's programs and services during his term as Superintendent.

The Board similarly extends its best wishes to Dr. Valentino in his future endeavors and expresses its appreciation to Dr. Valentino for his dedication to APS, his efforts and hard work while serving as superintendent of this District. For its part, the Board will begin its search for a new Superintendent in cooperation with its community partners.

**EXHIBIT 3**

## ALBUQUERQUE PUBLIC SCHOOLS

September 1, 2015

To Whom It May Concern:

Please allow this letter to serve as the APS Board's letter of reference for Dr. Luis Valentino. After a nationwide search for a superintendent and after considerable community input, our Board selected Dr. Valentino to be Superintendent for the Albuquerque Public School District. Dr. Valentino exhibited commitment and dedication to the Albuquerque Public School District and enhanced its vision and goals.

During his tenure in the school district, Dr. Valentino provided leadership and vision for the District under increasingly difficult circumstances while maintaining a strong commitment to quality instructional programs and initiatives. We found Dr. Valentino to be personable, willing to listen to the opinions of others including the APS community, and responsive in his work with board members. Dr. Valentino believes strongly in preserving the respect and dignity of every individual.

As a result, the Board is willing to refer Dr. Valentino for any administrative/educational position with a school district.

Sincerely,



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Dr. Don Duran  
APS Board President



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Steven Michael Quezada  
APS Board Secretary