



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

**Special Order Request**  
 Yes  No

**Time**

---

**Open Agenda**  
 Yes  No

**MEETING DATE** Mar 17 2015 10:15AM - Regular School Board Meeting

**AGENDA ITEM** OPEN ITEMS

**CATEGORY** II. OFFICE OF THE SUPERINTENDENT

**DEPARTMENT** Administrative Counsel

**ITEM No.:**  
 II-2.

**TITLE:**  
 Broward County School Board vs. Randy Corinthian

**REQUESTED ACTION:**  
 Approve the Superintendent's settlement of disciplinary action.

**SUMMARY EXPLANATION AND BACKGROUND:**  
 In order to avoid the uncertainties and expense of further proceedings, the parties reached a settlement agreement, in which, the employee will waive his right to an administrative hearing.  
 See Supporting Docs for additional information.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction  Goal 2: Continuous Improvement  Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
 The financial impact to the District will be back pay in the amount of approximately \$28,500.00 for the suspension period as set forth in the Agreement.

**EXHIBITS: (List)**  
 (1) Summary Explanation and Background

**BOARD ACTION:**  
**APPROVED**  
 (For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Tria Lawton-Russell	Phone: 754-321-2655
Name:	Phone:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**Senior Leader & Title**  
 Jeffrey S. Moquin - Chief of Staff

**Signature**  
 Jeffrey S. Moquin  
 Monday, March 09, 2015 4:22:42 PM

Approved In Open Board Meeting On:

By: Donna Kohn  
 School Board Chair

MAR 17 2015

**SUMMARY EXPLANATION AND BACKGROUND**

Mr. Corinthian was employed as a teacher. The Superintendent recommended termination based upon Broward District Schools Police Department's Investigative Report for case 11-12-221 dated September 21, 2012. The School Board of Broward County (hereinafter "SBBC") approved the recommendation to suspend without pay/terminate Mr. Corinthian at its regular School Board meeting on April 9, 2013. Mr. Corinthian challenged the School Board's action, and requested an administrative hearing before the State of Florida Division of Administrative Hearings.

In order to avoid the uncertainties and expense of further proceedings, the parties negotiated a settlement agreement, in which, Mr. Corinthian will be reinstated as a teacher under a last chance agreement.

*End of Document*

## **LAST CHANCE AGREEMENT AND GENERAL RELEASE**

This Last Chance Agreement and General Release (hereinafter the "Agreement") is entered into between Randy Corinthian (hereinafter "Corinthian") and The School Board of Broward County (hereinafter "School Board").

WHEREAS, Corinthian is employed as a teacher and is under consideration for disciplinary action based upon Broward District Schools Police Department's Investigative Report for case 11-12-221 dated September 21, 2012;

WHEREAS, the parties are desirous of avoiding the uncertainties and expense of further proceedings;

NOW, THEREFORE, in consideration of all mutual promises contained herein, it is agreed between Corinthian and the School Board as follows:

1. Corinthian hereby acknowledges but does not admit the correctness of the School Board's Investigative Report dated September 21, 2012;
2. Corinthian agrees to a disciplinary action being imposed in the following manner:
  - a. Corinthian agrees and understands that this Agreement constitutes a written reprimand in the matters (as referred to in paragraph one above).
  - b. Corinthian shall be reinstated to his employment as a teacher upon full execution of this Agreement and upon approval by the School Board. Submission of the Agreement to the School Board for consideration will not be unreasonably delayed.
  - c. Corinthian's time served on suspension without pay shall constitute a disciplinary suspension.

  
Corinthian

---

School Board

- d. Corinthian will receive six (6) months of back pay and benefits for his period of absence beginning in April 2013 through December 2013. Corinthian is not entitled to any additional back pay and/or benefits of any kind whatsoever for the period of his above-referenced suspension.
- e. This Agreement shall constitute a Last Chance Agreement. Corinthian agrees and understands that any future acts of misconduct, as determined by the Superintendent, in his discretion, will result in Corinthian's termination from employment, with limited right to appeal. For a period of five (5) years from the date of the fully executed Agreement, in the event of proposed disciplinary action resulting in a recommendation of termination, Corinthian's appeal rights are limited to an appeal to the Division of Administrative Hearing where the only issue is whether the conduct alleged as the basis for the discipline occurred and not the appropriateness of the discipline at issue. This Agreement constitutes a waiver of all avenues to contest a recommendation of termination in disciplinary action except as specifically referenced herein.

3. The parties agree that this is a fair and equitable resolution of these matters. This Agreement and the action taken herein will become a part of the employee's employment history with the School Board. This Agreement and the investigative file on which it is predicated will become public records within 10 days from the execution of the Agreement in accordance with Florida law and Administrative Code.

4. Corinthian does hereby release, acquit, satisfy, and forever discharge the School Board, including all current and former Board members, officers, employees, attorneys and agents, both in their representative and individual capacities, from any and all actions, causes of action, claims, charges, grievances, demands, damages, expenses or costs (including attorney's fees) of

  
Corinthian

whatever nature, known or unknown, foreseen or unforeseen, whether in tort or contract, at law or at equity, or arising under or by virtue of any federal, state or local statute, ordinance, regulation, for injuries, losses and damages of any and every kind, including but not limited to earnings, wages, damages to personal or professional reputation, compensatory and punitive damages and employment benefits of every kind, which have accrued or may ever accrue to him, his heirs, executors, legal representatives, successors or assigns, from the beginning of the world to today, other than those involved in the enforcement of this Agreement.

5. This Release includes but is not limited to any and all claims arising under federal, state or local laws growing out of the School Board's right to investigate, suspend and terminate employees. Corinthian further waives any and all proceedings which may apply by law in connection with this matter relating to this Agreement and the agreed discipline herein, including Chapter 120 proceedings and arbitration of the discipline imposed herein pursuant to the applicable collective bargaining agreement, except those involving the enforcement of his rights under this Agreement.

6. This Agreement shall be interpreted pursuant to the laws of Florida.

7. Corinthian and the School Board agree that this Agreement constitutes their final understanding and Agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning all matters directly, indirectly or collaterally related to the subject matter of this Agreement.

8. Corinthian hereby acknowledges that he has carefully read and fully understands this Agreement consisting of four (4) pages and that he has had sufficient time to consider the provisions of this Agreement and consult with his attorneys/representatives.

  
Corinthian

Randy Corinthian  
Randy Corinthian

12-15-14  
Date

SWORN AND SUBSCRIBED before me  
this 15 day of December, 2014

Susan Lynett Davis  
Notary Public, Florida

Personally Known  or  
Produced Identification \_\_\_\_\_  
Type of identification produced

January 28, 2018  
My Commission expires:

By: Mark Wilensky  
Counsel/Representative Corinthian  
Mark Wilensky, Esquire  
Dubiner & Wilensky, LLC  
1300 Corporate Center Way  
Suite 103  
Wellington, FL 33414

1/22/15  
Date

By: Donna Korn  
The School Board of Broward County  
Donna P. Korn  
3/17/2015  
Date

By: Jeffrey S. Moynihan  
The Superintendent of Broward County,  
Florida, or its designee  
3/17/2015  
Date

By: Carmen Rodriguez  
Counsel for The School Board of Broward  
County  
Carmen Rodriguez, Esquire  
Law Offices of Carmen Rodriguez, P.A.  
15715 S. Dixie Highway, Suite 411  
Palmetto Bay, Florida 33157  
1/26/15  
Date

