

INSTRUCTIONAL RESIGNATIONS/RETIREMENTS 2015-2016 (IR-11)

FEBRUARY 9, 2016

NAME	LOCATION	SUBJECT	REASON
ALBA, STEPHANIE	MARGATE MIDDLE	ENGLISH	RESIGNATION
ALLEN, KANDICE A.	PARKSIDE ELEMENTARY	EXCEPTIONAL STUD EDUC	RESIGNATION
ARAUJO, DORIS J.	COOPER CITY HIGH	ART	RESIGNATION
BABCOCK, TIFFANY A.	LAUDERDALE LAKES MIDDLE	SCIENCE	RESIGNATION
BAEZ, SOCORRO	BROADVIEW ELEMENTARY	ELEM EDUCATION	RETIREMENT
BECKWITH, MARY A.	PARK TRAILS ELEMENTARY	ELEM EDUCATION	RETIREMENT
BLACK, ROYAL L.	NEW RIVER MIDDLE	MATH	RESIGNATION
BRAATHEN, JOANNE C.	COCONUT CREEK HIGH	SOCIAL SCIENCES	RESIGNATION
BRATHWAITE, STEFANIE C.	NEW RENAISSANCE MIDDLE	READING	RESIGNATION
CARUSO, WILLIAM R.	CYPRESS BAY HIGH	BEHAVIORAL SUPPORT	RETIREMENT
DZIEWIATKOWSKI, KATINA M.	DAVIE ELEMENTARY	MUSIC	RESIGNATION
FULLER, TRACI	PIPER HIGH	MUSIC	RESIGNATION
GAUGHAN, SUSAN	PLANTATION ELEMENTARY	ELEM EDUCATION	RETIREMENT
GODFREY, TERRY B.	ORIOLE ELEMENTARY	ELEM EDUCATION	RESIGNATION
GRANSTON MENEFFEE, DENISE	RICKARDS MIDDLE SCHOOL	ENGLISH	RESIGNATION
JORDAN JEAN, KIMBERLY	RICKARDS MIDDLE SCHOOL	SCIENCE	RESIGNATION
LENOIR, TIFFANY	ATLANTIC WEST ELEMENTARY	EXCEPTIONAL STUD EDUC	RESIGNATION
LEVINE, JENNIFER B.	PLANTATION HIGH	ENGLISH	RESIGNATION
LISEO, ROBIN M.	CROISSANT PARK ELEMENTARY	EXCEPTIONAL STUD EDUC	RESIGNATION
LUCIANO, MINA	PLANTATION ELEMENTARY	ELEM EDUCATION	RESIGNATION
MAIER, HOLLY V.	RICKARDS MIDDLE SCHOOL	MATH	RESIGNATION
MARSHALL, ELIZABETH F.	COCONUT CREEK HIGH	ENGLISH	RETIREMENT
MINELLA, DENNIS R.	BROADVIEW ELEMENTARY	ELEM EDUCATION	RETIREMENT
MOORE-MCINTOSH, VIVIAN	PLANTATION HIGH	ENGLISH	RESIGNATION
MOSHE, ORTAL	CYPRESS ELEMENTARY	ELEM EDUCATION	RESIGNATION
PARDO, CAROL F.	MARGATE ELEMENTARY	ESE SPECIALIST	RESIGNATION
PERDOMO, RAFAEL	WEST BROWARD HIGH	MATH	RESIGNATION
RING, LAURIE A.	ANDERSON, BOYD H. HIGH	EXCEPTIONAL STUD EDUC	RETIREMENT
SANTIAGO ROSADO, MARIA	DRIFTWOOD MIDDLE	MATH	RESIGNATION
SPILMAN, RHONDA A.	BAIR MIDDLE	READING	RETIREMENT
SRIVASTAVA, ERIN M.	NEW RIVER MIDDLE	ENGLISH	RESIGNATION
TAYLOR, JILL C.	SHERIDAN TECHNICAL COLLEGE	CAREER TECH EDUC	RESIGNATION
TILLMAN, LANA J.	STRANAHAN HIGH	CAREER TECH EDUC	RETIREMENT
TRIANA, STEVEN	WESTERN HIGH	SOCIAL SCIENCES	RESIGNATION
WACHMAN, STEPHANIE	POMPAÑO BEACH ELEMENTARY	ESE SUPPORT FACILIATOR	RESIGNATION
WALLACE WILSON, SHARON	ATLANTIC TECHNICAL COLLEGE	CAREER TECH EDUC	RESIGNATION
WEIR, VINKA J.	NOVA BLANCHE FORMAN ELEMENTARY	WORLD LANGUAGE SPANISH	RESIGNATION
WEISSFELD, MARK	OAKRIDGE ELEMENTARY	GUIDANCE COUNSELOR	RESIGNATION
WRIGHT JOHNSON, SHAWNTAVIA	MARGATE MIDDLE	EXCEPTIONAL STUD EDUC	RESIGNATION

Approved by:



Susan T. Rockelman, Director, Talent Acquisition & Operations

INSTRUCTIONAL SUSPENSIONS/TERMINATIONS/RELEASED DURING PROBATIONARY PERIOD

2015-2016 (IS/T-4)

FEBRUARY 9, 2016

NAME	LOCATION	REASON
DAVIS, CALVIN	MONARCH HIGH	STIPULATED SUSPENSION AGREEMENT - 5 DAYS
GAUS, KAREN	EAGLE POINT ELEMENTARY	DISMISS DURING PROB PERIOD
TRIANA, STEVEN	WESTERN HIGH	STIPULATED SUSPENSION AGREEMENT - 5 DAYS

Approved by:



Susan T. Rockelman, Director, Talent Acquisition & Operations

**STIPULATED SUSPENSION AGREEMENT
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY
AND**

**CALVIN DAVIS
EMPLOYEE'S NAME**

THIS Stipulated Agreement, hereinafter referred to as "Agreement," is entered into on this 28th day of January, 2016 between CALVIN DAVIS, hereinafter referred to as "EMPLOYEE", THE SCHOOL BOARD OF BROWARD COUNTY, hereinafter referred to as "SCHOOL BOARD", together referred to as ("PARTIES"). "SCHOOL BOARD" shall at all times include the SCHOOL BOARD, as well as each and every one of its current and former officers, agents, attorneys, employees and officials, in both their official capacities and as individuals, and their successors and assigns.

WHEREAS, EMPLOYEE is employed as a Teacher by the SCHOOL BOARD; and

WHEREAS, the actions of EMPLOYEE detailed in the SCHOOL BOARD Police Department Investigation, case number 14-15-090, established that he had violated certain policies, procedures, rules and standards of conduct punishable by discipline up to and including termination; and

WHEREAS, the parties are desirous of avoiding the uncertainties and expense of further proceedings and have agreed that the best interest of all parties will be served by entering into this Agreement; and

NOW, THEREFORE, the EMPLOYEE, the UNION, and the SCHOOL BOARD, in consideration of the mutual covenants contained herein, do hereby stipulate and agree as follows:

1. EMPLOYEE shall be suspended for five (5) workdays to be served on February 10, 11, 12, 16 and 17, 2016 inclusive.
2. EMPLOYEE shall refrain from any actions similar to those for which he was disciplined and he shall abide by all of the SCHOOL BOARD's policies, procedures, rules and standards of conduct.
3. EMPLOYEE is expected to conduct himself with dignity and respect in his relationships with his peers, his superiors and the public.
4. The employee agrees to waive any and all appeals and proceedings to which he may be entitled including, but not limited to, a formal proceeding under Subsection 120.57(1), Florida Statutes, appeals under Section 120.68, Florida Statutes. No agreement herein shall be deemed a waiver by either party of its right to judicial enforcement of this Agreement.

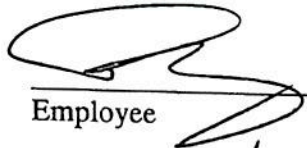
5. The UNION and the EMPLOYEE relinquish all claims, past, present and future, under the current collective bargaining agreement pertaining to the issues raised in this specific Agreement.
6. In addition, Employee agrees to release the Employer from all charges, claims, demands, actions, and liabilities Employee may have against the Employer of whatever kind, including, but not limited to, those which are related to Employee's employment with the School Board. Employee further agrees that this also releases from liability the School Board's agents, directors, officers, employees, representatives, successors, and assignees.
7. This Agreement operates as a General Release, which includes but is not limited to, any claim or claims arising under federal, state or local laws, prohibiting discrimination or claims growing out of the SCHOOL BOARD or Superintendent's right to discipline and direct employees, including grievances and claims, and causes of action arising under:
 - a. 42 USC 1981, 83;
 - b. The Older Workers Protection Act; Title VII of the Civil Rights Act of 1964, as amended;
 - c. The Equal Pay Act of 1963;
 - d. The Civil Rights Act of 1991;
 - e. The Civil Rights Act of 1866;
 - f. The Rehabilitation Act of 1973, as amended;
 - g. The Americans with Disabilities Act of 1990 (ADA);
 - h. The Florida Human Rights Act;
 - i. The Administrative Procedures Act
 - j. The Family and Medical Leave Act of 1993 (FMLA);
 - k. The Employee Retirement Income Security Act of 1974, as amended;
 - l. The Drug-Free Workplace Act;
 - m. The Public Employee Relations Act; and
 - n. Any other federal or state statute or local ordinance or law which may apply to civil rights or employment discrimination of any kind or nature; and

- o. Tort claims of every kind, including, but not limited to defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, loss of consortium, interference with business relations, etc.

The above list is intended to be illustrative and not all-inclusive.

- 8. EMPLOYEE acknowledges that with respect to the rights and claims he is waiving not only his right to recover in any action he might commence, but also his to recover from any action brought on his behalf by any federal, state or local governmental agency or department of any other entity or individual.
- 9. It is understood and agreed to by all parties hereto that this Agreement is executed based on the particular circumstances of this case and does not establish a precedent for the resolution of other cases.
- 10. This Agreement shall be interpreted pursuant to the laws of the State of Florida.
- 11. Nothing herein shall be construed to be in violation of applicable Federal and State laws. In the event that any part of this Agreement is deemed invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 12. The SCHOOL BOARD, and EMPLOYEE, agree that this Agreement represents their final and complete understanding with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous promises, covenants, agreements or representations concerning all matters directly, indirectly, or collaterally related to the subject matter of this Agreement.
- 13. The PARTIES and their attorneys/representatives, if any, agree that this is a fair and equitable resolution of this matter.
- 14. This Release will become a part of EMPLOYEE's personnel file with the SCHOOL BOARD. This Agreement and the investigative file on which it is predicated will become open to inspection by the public within ten (10) days from the execution of this Agreement in accordance with Florida law and Florida Administrative Code.
- 15. EMPLOYEE hereby acknowledges that he has carefully read and fully understands each paragraph of this Agreement, consisting of 4 pages and agrees that the SCHOOL BOARD has not made any representations other than those contained herein, including the release of claims as a result of negotiations between the parties. He has had sufficient time to

consider the provisions of this Agreement and to consult with an attorney of his/her choosing and/or with his/her union representative prior to executing this Agreement.


Employee _____
Date 1/28/16

SCHOOL BOARD of Broward County, FL

By DR. ROSALIND OSGOOD, CHAIR

No Representation Present
Representative (BTU/BPAA)

Filed in Official School Board Records

Witnessed By: RICHARD M. JEN - BDOFD

the ____ day of _____, 2016.

Signature: 
(Print)

Supervisor, Official School Board
Records

Date & Time: 1/28/2016

SWORN AND SUBSCRIBED

Before me this 28 day of January 2016.

Ruth A. Goldstein
Notary Public, Florida

Personally known _____

Produced the following identification:

FL.D.L. D120-101-78-382-0

My commission expires: 3/24/2016



Approved as to Form:

By _____
Tria Lawton-Russell
Administrative Counsel

**STIPULATED AGREEMENT
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY
AND**

**STEVEN TRIANA
EMPLOYEE'S NAME**

THIS Stipulated Agreement, hereinafter referred to as "Agreement," is entered into on this 28th day of January, 2016 between STEVEN TRIANA, hereinafter referred to as "EMPLOYEE", THE SCHOOL BOARD OF BROWARD COUNTY, hereinafter referred to as "SCHOOL BOARD", together referred to as ("PARTIES"). "SCHOOL BOARD" shall at all times include the SCHOOL BOARD, as well as each and every one of its current and former officers, agents, attorneys, employees and officials, in both their official capacities and as individuals, and their successors and assigns.

WHEREAS, EMPLOYEE is employed as a Teacher by the SCHOOL BOARD; and

WHEREAS, the actions of EMPLOYEE detailed in the SCHOOL BOARD Police Department Investigation, case number 14-15-155, established that he had violated certain policies, procedures, rules and standards of conduct punishable by discipline up to and including termination; and

WHEREAS, the parties are desirous of avoiding the uncertainties and expense of further proceedings and have agreed that the best interest of all parties will be served by entering into this Agreement; and

NOW, THEREFORE, the EMPLOYEE, the UNION, and the SCHOOL BOARD, in consideration of the mutual covenants contained herein, do hereby stipulate and agree as follows:

1. EMPLOYEE shall be suspended for five (5) workdays to be served on February 10, 11, 12, 16 & 17, 2016 inclusive.
2. EMPLOYEE shall refrain from any actions similar to those for which he was disciplined and he shall abide by all of the SCHOOL BOARD's policies, procedures, rules and standards of conduct.
3. EMPLOYEE is expected to conduct himself with dignity and respect in his relationships with his peers, his superiors and the public.
4. The employee agrees to waive any and all appeals and proceedings to which he may be entitled including, but not limited to, a formal proceeding under Subsection 120.57(1), Florida Statutes, appeals under Section 120.68, Florida Statutes. No agreement herein shall be deemed a waiver by either party of its right to judicial enforcement of this Agreement.

5. The UNION and the EMPLOYEE relinquish all claims, past, present and future, under the current collective bargaining agreement pertaining to the issues raised in this specific Agreement.
6. In addition, Employee agrees to release the Employer from all charges, claims, demands, actions, and liabilities Employee may have against the Employer of whatever kind, including, but not limited to, those which are related to Employee's employment with the School Board. Employee further agrees that this also releases from liability the School Board's agents, directors, officers, employees, representatives, successors, and assignees.
7. This Agreement operates as a General Release, which includes but is not limited to, any claim or claims arising under federal, state or local laws, prohibiting discrimination or claims growing out of the SCHOOL BOARD or Superintendent's right to discipline and direct employees, including grievances and claims, and causes of action arising under:
 - a. 42 USC 1981, 83;
 - b. The Older Workers Protection Act; Title VII of the Civil Rights Act of 1964, as amended;
 - c. The Equal Pay Act of 1963;
 - d. The Civil Rights Act of 1991;
 - e. The Civil Rights Act of 1866;
 - f. The Rehabilitation Act of 1973, as amended;
 - g. The Americans with Disabilities Act of 1990 (ADA);
 - h. The Florida Human Rights Act;
 - i. The Administrative Procedures Act
 - j. The Family and Medical Leave Act of 1993 (FMLA);
 - k. The Employee Retirement Income Security Act of 1974, as amended;
 - l. The Drug-Free Workplace Act;
 - m. The Public Employee Relations Act; and
 - n. Any other federal or state statute or local ordinance or law which may apply to civil rights or employment discrimination of any kind or nature; and

- o. Tort claims of every kind, including, but not limited to defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, loss of consortium, interference with business relations, etc.

The above list is intended to be illustrative and not all-inclusive.

- 8. EMPLOYEE acknowledges that with respect to the rights and claims he is waiving not only his right to recover in any action he might commence, but also his right to recover from any action brought on his behalf by any federal, state or local governmental agency or department of any other entity or individual.
- 9. It is understood and agreed to by all parties hereto that this Agreement is executed based on the particular circumstances of this case and does not establish a precedent for the resolution of other cases.
- 10. This Agreement shall be interpreted pursuant to the laws of the State of Florida.
- 11. Nothing herein shall be construed to be in violation of applicable Federal and State laws. In the event that any part of this Agreement is deemed invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 12. The SCHOOL BOARD, and EMPLOYEE, agree that this Agreement represents their final and complete understanding with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous promises, covenants, agreements or representations concerning all matters directly, indirectly, or collaterally related to the subject matter of this Agreement.
- 13. The PARTIES and their attorneys/representatives, if any, agree that this is a fair and equitable resolution of this matter.
- 14. This Release will become a part of EMPLOYEE's personnel file with the SCHOOL BOARD. This Agreement and the investigative file on which it is predicated will become open to inspection by the public within ten (10) days from the execution of this Agreement in accordance with Florida law and Florida Administrative Code.
- 15. EMPLOYEE hereby acknowledges that he has carefully read and fully understands each paragraph of this Agreement, consisting of 4 pages and agrees that the SCHOOL BOARD has not made any representations other than those contained herein, including the release of claims as a result of negotiations between the parties. He has had sufficient time to consider the provisions of this Agreement and to consult with an attorney of his choosing and/or with his union representative prior to executing this Agreement.

[Signature]

Employee

SCHOOL BOARD of Broward County, FL

1/28/16
Date

By DR. ROSALIND OSGOOD, CHAIR

No Representative Present [Signature] RM
Representative (BTU/BPAA)

Filed in Official School Board Records

Witnessed By: Richard M. [Signature] BDSAD

the ____ day of _____, 2016.

Signature: [Signature] (Print)

Date & Time: 1/28/2016 @ 10:30 AM

Supervisor, Official School Board
Records

SWORN AND SUBSCRIBED

Before me this 28 day of Jan. 2016.

Ruth Goldstein
Notary Public, Florida



Personally known _____

Produced the following identification:

FLDL T650-792-83-093-0

My commission expires: 3/24/2016

Approved as to Form:

By _____
Tria Lawton-Russell
Administrative Counsel