



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
G-2.

MEETING DATE	2017-10-03 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	G. OFFICE OF HUMAN RESOURCES
DEPARTMENT	Talent Acquisition & Operations (Instructional Staffing)

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input type="radio"/> Yes <input checked="" type="radio"/> No

TITLE:
Personnel Recommendations for Instructional Separation of Employment or Discipline for the 2017-2018 School Year

REQUESTED ACTION:
Approve the personnel recommendations for separation of employment or discipline as listed in the attached respective lists for instructional staff. All recommendations are made with the understanding that these individuals will comply with regulations/policies as set forth by the Florida Department of Education and The School Board of Broward County, Florida.

SUMMARY EXPLANATION AND BACKGROUND:
The Personnel Recommendations for Instructional Employees include the following items:
1. Instructional Resignations and Retirements and Layoffs
2. Instructional Suspensions and Terminations and Released During Probationary Period

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

FINANCIAL IMPACT:
There will be no financial impact to the School District.

EXHIBITS: (List)
(1) Separation or Discipline

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

SOURCE OF ADDITIONAL INFORMATION:

Name: Susan T. Rockelman	Phone: 754-321-2324
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Craig J. Nichols - Chief Human Resources & Equity Officer

Signature
 Craig J. Nichols
 9/25/2017, 2:36:34 PM

Approved In Open Board Meeting On: **OCT 03 2017**

By: *Abby M. Freedman*
School Board Chair

INSTRUCTIONAL RESIGNATIONS/RETIREMENTS 2017-2018 (IR-7)

OCTOBER 3, 2017

NAME	LOCATION	POSITION/STATUS	REASON
AKAR, CHRISTINE	TROPICAL ELEMENTARY	SPEECH LANGUAGE PATHOLOGIST	RESIGNATION
BIBILONI-CARR, SILVIA	BILINGUAL/ESOL	STAFF DEVELOPER	RETIREMENT
BLACKMON, WENDY	HERON HEIGHTS ELEMENTARY	ELEM EDUCATION	RESIGNATION
CARRASCO, JANINE	PLANTATION MIDDLE	MATH	RESIGNATION
DAVIDSON, JAMES	STRANAHAN HIGH	ROTC INSTR-CERTIFIED	RESIGNATION
FICARA, LAUREN	SILVER LAKES ELEMENTARY	ELEM EDUCATION	RESIGNATION
JONES, LESSILEE	MCNICOL MIDDLE (MODIFIED TRACK)	ENGLISH	RESIGNATION
LIPTON, JARED MARC	COOPER CITY HIGH	ENGLISH	RESIGNATION
MESA, MELISSA	MAPLEWOOD ELEMENTARY	ELEM EDUCATION	RESIGNATION
MYLES, BARBARA	COLLINS ELEMENTARY	MEDIA SPECIALIST	RESIGNATION
NAPOLES, ISABEL	OAKLAND PARK ELEMENTARY	MUSIC	RESIGNATION
OLUKOLU, RONA	PINES MIDDLE	READING	RESIGNATION
PERALTA, CECILIA	BROADVIEW ELEMENTARY	ELEM EDUCATION	RESIGNATION
PEREZ CASTILLO, AMELIA	FLAMINGO ELEMENTARY	ELEM EDUCATION	RESIGNATION
RAMOS, DALIANNA	PERRY, ANNABEL C. ELEMENTARY (K-8)	WORLD LANGUAGE SPANISH	RESIGNATION
RENZI-GENTILE, ERICA	WELLEBY ELEMENTARY	ELEM EDUCATION	RESIGNATION
RUSH, GUY	TARAVELLA, J.P. HIGH	ROTC-INSTR-CERTIFIED	RESIGNATION
SIMON, GOLDA	MAPLEWOOD ELEMENTARY	ELEM EDUCATION	RESIGNATION
SPECKMAN, KAYLA	NORCREST ELEMENTARY	ELEM EDUCATION	RESIGNATION
STATEN, JESSICA	PLANTATION HIGH	DRAMA	RESIGNATION
TYNER, HUGH	EXCEPTIONAL STUDENT EDUCATION	BEHAVIOR PROGRAM SPECIALIST	RESIGNATION
VONALVEN, NICOLE	MARTIN LUTHER KING MONTESSORI ACADEMY	ELEM EDUCATION	RESIGNATION
WILLIAMS, LUCAS	MILLENNIUM 6-12 COLLEGIATE ACADEMY	ENGLISH	RESIGNATION
WILSON, JENNIFER	CAREER, TECH & ADULT/COMMUNITY ED.	INSTRUCTIONAL FACILITATOR	RESIGNATION
ZIONTZ, TARA	MCNAB ELEMENTARY	ELEM EDUCATION	RESIGNATION

Approved by: _____

Susan T. Rockelman
Susan T. Rockelman, Director, Talent Acquisition & Operations

If the Position/Status indicates leave, this means the teacher was on a Board Approved Leave of Absence and has decided to resign/retire. It does not create a vacancy since the teacher was not holding a specific instructional position.

INSTRUCTIONAL SUSPENSIONS/TERMINATIONS/DISMISSED DURING PROBATIONARY PERIOD

2017 - 2018 (IS/T-3)

OCTOBER 3, 2017

NAME	LOCATION	REASON
HUFF, WANDA	STEPHEN FOSTER ELEMENTARY	TERMINATE FROM LEAVE FOR FAILURE TO RESPOND. TEACHER DID NOT UPDATE INTENTIONS FOR 2017-2018.
WARD, KIMBERLY	RICKARDS MIDDLE	SUSPENSION - 2 DAYS

Approved by: 
Susan T. Rockelman, Director, Talent Acquisition & Operations

**STIPULATED AGREEMENT
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY
KIMBERLY WARD, AND
THE BROWARD TEACHER'S UNION**

THIS Settlement Agreement (hereinafter referred to as "Agreement"), is entered into between KIMBERLY WARD, hereinafter referred to as "EMPLOYEE", THE SCHOOL BOARD OF BROWARD COUNTY, (hereinafter referred to as "SCHOOL BOARD"), AND THE BROWARD TEACHER'S UNION, (hereinafter referred to as the "UNION") collectively referred to as the ("PARTIES"). The "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 (hereinafter "Investigation"), case number 16/17-142, established that she 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 two (2) workdays.
2. EMPLOYEE shall refrain from any actions similar to those for which she was disciplined and she shall abide by all of the SCHOOL BOARD's policies, procedures, rules and standards of conduct.
3. EMPLOYEE is expected to conduct herself with dignity and respect in her relationships with peers, superiors and the public.
4. The EMPLOYEE agrees to waive any and all appeals and proceedings to which she 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, with the exception of any claims for the enforcement of this Agreement.
6. EMPLOYEE waives, remises, releases, acquits, satisfies, and forever discharges the said School Board, including its agents, directors, officers, employees, representatives, successors, and assignees, of and from all and any manner of action and actions, cause or causes of action, suits, debts, dues, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said EMPLOYEE has, or may have, on account of, or in any way arising from or relating to any matter, fact, occurrence, action or inaction occurring prior to the date hereof.
7. EMPLOYEE acknowledges that with respect to the rights and claims she is waiving not only her right to recover in any action she might commence, but also her right to recover from any action brought on her behalf by any federal, state or local governmental agency or department of any other entity or individual.
8. 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.
9. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Florida. Its language shall be construed as whole, according to its fair meaning, and not strictly for or against any of the parties to the Agreement.
10. 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.
11. 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.

12. The PARTIES and their attorneys/representatives, if any, agree that this is a fair and equitable resolution of this matter.
13. 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.
14. EMPLOYEE hereby acknowledges that she 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. She has had sufficient time to consider the provisions of this Agreement and to consult with an attorney of her choosing and/or with her union representative prior to executing this Agreement.
15. EMPLOYEE acknowledges and agrees that this Agreement shall not preclude or estop any other federal, state, or local agency or office from pursuing any cause of action or taking any action, even if based on or arising from, in whole or in part, the facts raised in the Investigation.
16. In the event that the SCHOOL BOARD, the UNION, or EMPLOYEE institutes legal proceedings for breach of the terms of this Agreement, it is stipulated and agreed that such claim shall be heard and determined by the court, not by a jury, in Broward County, Florida. Neither this Agreement, nor the fact of its execution, shall be offered or received in evidence by anyone for any purpose, except to enforce its terms.

The parties have read, understood, fully considered the Agreement and are mutually desirous of entering into such an Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth.

By:

[Handwritten Signature]

Employee

August 24, 2017
Date

SCHOOL BOARD of Broward County,
FL

Abby M. Freedman
By: ABBY M. FREEDMAN, CHAIR

Ref
KW

No Representation Present
Attorney/Representative

[Large Handwritten Signature]

Filed in Official School Board Records

the 24th day of October, 2017.

[Handwritten Signature]
Supervisor, Official School Board Records

SWORN AND SUBSCRIBED

Before me this 24 day of August 2017.

Sh L. Bozetski
Notary Public, Florida

Personally known

Produced the following identification:

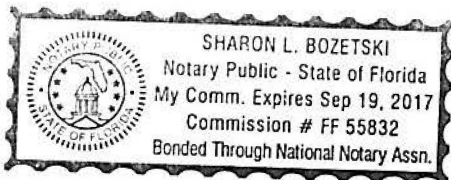
FL Drivers License

My commission expires:

Witnessed By: Richard M. J. C.

(Print)
Signature: [Handwritten Signature]

Date & Time: 8/24/17 @ 3:20 PM



Approved as to Form:

Tria Lawton-Russell
By: Tria Lawton-Russell
Administrative Counsel

KW
Ref