

**SETTLEMENT AGREEMENT AND GENERAL RELEASE  
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY  
ROBYN BETH BERMAN, AND  
THE BROWARD TEACHER'S UNION**

THIS Settlement Agreement and General Release (hereinafter referred to as "Agreement"), is entered into between ROBYN BETH BERMAN, 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 classroom math teacher by the SCHOOL BOARD and has been recommended for a 3-day suspension, based upon alleged inappropriate conduct reported to Employee Relations and detailed in the SCHOOL BOARD's administrative complaint; and

WHEREAS, EMPLOYEE has requested an administrative hearing with regard to that discipline, which is proceeding in the Division of Administrative Hearings (Case Number: 17-4643TTS); and

WHEREAS, the actions of EMPLOYEE detailed in the SCHOOL BOARD's Investigation, 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 all mutual promises contained herein, do hereby agree as follows:

1. EMPLOYEE will serve one (1) day suspension without pay.
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.

Employee Initial RB

4. 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 will become public record within 10 days from the execution of the Agreement in accordance with Florida law and Administrative Code.
5. 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.
6. EMPLOYEE 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 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.
7. 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. EMPLOYEE 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.
8. This Agreement shall be interpreted pursuant to the laws 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.
9. 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.

- 10. EMPLOYEE and the SCHOOL BOARD agree that this Agreement constitutes their final and complete 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.
- 11. EMPLOYEE hereby acknowledges that she has carefully read and fully understands this Agreement consisting of four (4) pages and that she has had sufficient time to consider the provisions of this Agreement and consult with her attorneys/representatives.
- 12. 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.
- 13. 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:

Rahy Bernau  
Employee

10/5/17  
Date

SCHOOL BOARD of Broward County,  
FL

By: ABBY M. FREEDMAN, CHAIR



Claudia Delatorre

10/5/2017

*Robert F. McKee*

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Attorney/Representative  
Robert F. McKee, Esq.  
1718 E. 7<sup>th</sup> Avenue, Suite 301  
Tampa, FL 33605

Approved as to Form:

By *Tria Lawton-Russell*  
Tria Lawton-Russell  
Administrative Counsel

Filed in Official School Board Records

the \_\_\_\_ day of \_\_\_\_\_, 2017.

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Supervisor, Official School Board  
Records