



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE 2017-11-07 10:05 - School Board Operational Meeting

Special Order Request
 Yes No

ITEM No.:
I-2.

AGENDA ITEM ITEMS

Time

CATEGORY I. OFFICE OF THE SUPERINTENDENT

DEPARTMENT Office of Chief of Staff

Open Agenda
 Yes No

TITLE:
Broward County School Board v. Robyn Beth Berman

REQUESTED ACTION:
Approve the Superintendent's recommended settlement of a 1-day unpaid suspension and thereby rescind Agenda Item I-1 approved at the August 8, 2017, School Board Operational Meeting for a 3-day unpaid suspension.

SUMMARY EXPLANATION AND BACKGROUND:
See Supporting Docs for Summary Explanation and Background.

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

FINANCIAL IMPACT:
There is no financial impact to the District.

EXHIBITS: (List)
(1) Summary Explanation and Background (2) Settlement Agreement

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

SOURCE OF ADDITIONAL INFORMATION:
Name: Tria Lawton - Russell Phone: 754-321-2050
Name: Phone:

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

Jeffrey S. Moquin - Chief of Staff

Signature
Jeffrey S. Moquin
10/17/2017 11:58:25 AM

Approved In Open Board Meeting On: **NOV 07 2017**
By: *Abby M. Freedman*
School Board Chair

SUMMARY EXPLANATION AND BACKGROUND

On August 8, 2017, at its regularly scheduled meeting, the Broward County School Board (hereinafter “School Board”) took action to suspend Robyn Beth Berman for three (3) days without pay from her job as a teacher. The School Board’s action was based on Ms. Berman’s repeated failure to comply with directives to disallow students who are not enrolled in her class to be present in her classroom during instructional time, as well as failing to intervene when those students engaged in a conversation about the sexual history of another student who was present in the classroom at the time the conversation occurred.

The administrative complaint was served on Ms. Berman on June 29, 2017, and she timely requested a hearing. Subsequent to the Board’s action, the matter was transferred to the Division of Administrative Hearings (hereinafter “DOAH”) to assign an Administrative Law Judge (hereinafter “ALJ”) to conduct the final hearing challenging the School Board’s discipline.

In order to avoid the uncertainties and expense of further proceedings, the parties reached a settlement agreement in which the employee will waive her right to an administrative hearing and voluntarily accept a one (1) day suspension without pay.

**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.

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.

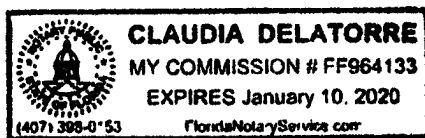
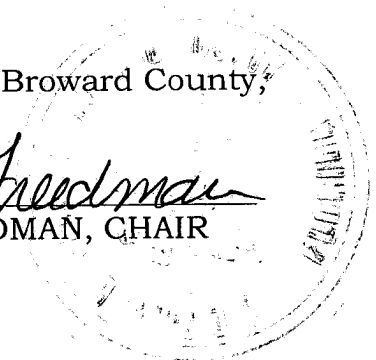
By:

Rahy Bernau
Employee

10/5/17
Date

SCHOOL BOARD of Broward County,
FL

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



Claudia Delatorre
10/5/2017

Robert F. McKee

Attorney/Representative
Robert F. McKee, Esq.
1718 E. 7th 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 7th day of November, 2017

Walter J. ...
Supervisor, Official School Board
Records