



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-06-12 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	I. OFFICE OF THE SUPERINTENDENT
DEPARTMENT	Office of Chief of Staff

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

ITEM No.:

I-1.

**TITLE:**

Broward County School Board v. Dirk Hilyard

**REQUESTED ACTION:**

Approve the Superintendent's recommended settlement to accept D.H.'s resignation, and thereby rescind Agenda Item I-7 approved at the December 5, 2017, School Board Operational Meeting to suspend D.H. without pay and terminate.

**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 School 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  
5/23/2018, 11:11:52 AM

Electronic Signature

Form #4189 Revised 08/04//2017  
RWR/ JSM/DGG/TLR:asj

Approved In Open Board Meeting On:

JUN 12 2018

By: *Nora Rupert*  
School Board Chair

## **SUMMARY EXPLANATION AND BACKGROUND**

On December 5, 2017, the Broward County School Board (hereinafter “School Board”) took action to suspend without pay and terminate Dirk Hilyard (hereinafter “D.H.), from his job as a teacher. The School Board’s action was based on D.H.’s inappropriate sexual relationship with one of his students, A.L. during the 2015-2016 school year.

The administrative complaint was served on D.H. on November 16, 2017, and he timely requested a hearing. Subsequent to the Board’s action, the matter was transferred to the Division of Administrative Hearings (hereinafter “DOAH”) and assigned to an Administrative Law Judge (hereinafter “ALJ”) to conduct the final hearing challenging the School Board’s discipline. During the pendency of the School Board’s DOAH case, the School Board and the Department of Education (hereinafter “DOE”) consolidated their cases against DH. After depositions were completed, in lieu of an administrative hearing, D.H. chose to voluntarily resign his position with the School Board, effective the date of the School Board’s action to terminate. D.H. also voluntarily surrendered his teaching license to the DOE.

**SETTLEMENT AGREEMENT AND GENERAL RELEASE  
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY  
AND  
DIRK HILYARD**

THIS Settlement Agreement and General Release (hereinafter referred to as "Agreement"), is entered into between DIRK HILYARD, hereinafter referred to as "EMPLOYEE", AND THE SCHOOL BOARD OF BROWARD COUNTY, (hereinafter referred to as "SCHOOL BOARD"), 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 English teacher by the SCHOOL BOARD and has been recommended for termination, based upon alleged inappropriate conduct set forth in SIU Case No.15-16-106 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: 17-6837TTS); and

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

1. SCHOOL BOARD hereby rescinds the termination of EMPLOYEE by the SCHOOL BOARD on December 5, 2017. In consideration thereof EMPLOYEE hereby:
  - A. Resigns his employment with School Board retroactively to the date of his rescinded termination;
  - B. Agrees that he shall not be eligible for any employment or re-employment with the School Board in any capacity at any point in the future;

C. Agrees, covenants and warrants that he shall not hereafter seek employment, re-employment, or otherwise become a candidate for such with the School Board; and

D. 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.

2. 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.
3. 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.
4. 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.
5. 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.

6. EMPLOYEE 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 her attorneys/representatives.
7. 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.
8. In the event that the SCHOOL BOARD 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:

*Dirk Hilyard*  
Employee

*[Signature]*  
Attorney/Representative: *Joan*

Date *May 7, 2018*

STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN AND SUBSCRIBED by DIRK B. HILYARD

Before me this *7* day of *May* 2018.

*[Signature]*  
Notary Public, Florida

Personally known



Min Ling Zheng  
Commission # FF959023  
Expires: February 9, 2020  
Bonded thru Aaron Notary

Produced the following identification:

My commission expires: May 3, 2019



SCHOOL BOARD of Broward County,  
FL

Nora Rupert  
By: NORA RUPERT, CHAIR

Approved as to Form:

By Tria Lawton-Russell  
Tria Lawton-Russell  
Administrative Counsel

Filed in Official School Board Records  
the 6<sup>th</sup> day of June, 2018.

[Signature]  
Supervisor, Official School Board  
Records