



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
I-1.

MEETING DATE	2019-03-05 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	I. OFFICE OF THE SUPERINTENDENT
DEPARTMENT	Office of Chief of Staff

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:
Broward County School Board v. Jennifer Joyce Weissman

REQUESTED ACTION:
Approve the Superintendent's recommended settlement of a one (1) day suspension without pay and thereby rescind Agenda Item I-6 approved at the December 4, 2018, School Board Operational Meeting for a three (3) day suspension without pay.

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) Proposed 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
2/26/2019, 1:11:08 PM

Approved In Open Board Meeting On: **MAR 05 2019**
By: *Heather P. Burkhardt*
School Board Chair

SUMMARY EXPLANATION AND BACKGROUND

On or about December 4, 2018, at its regularly scheduled operational meeting, the Broward County School Board (hereinafter "School Board") took action to suspend Jennifer Joyce Weissman (hereinafter "J.W.") for three (3) days without pay from her job as a teacher. The School Board's action was based on J.W.'s failure to provide supervision of her students when she left two (2) first grade students unattended in her classroom. One of the students left the campus and walked to her aftercare program. The second student walked unaccompanied to the front office where clerical staff called a teacher to retrieve him.

The Administrative Complaint was served on J.W. on November 9, 2018, and she timely requested a hearing. Subsequent to the Board's action, the matter was transferred to the Division of Administrative Hearings (hereinafter "DOAH") for 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 as well as provide a general release and voluntarily accept a one (1) day suspension without pay.

**SETTLEMENT AGREEMENT AND GENERAL RELEASE
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY
JENNIFER JOYCE WEISSMAN, AND
THE BROWARD TEACHER'S UNION**

In consideration of the mutual promises and undertakings described herein, the School Board of Broward County, Florida (singularly and collectively referred to as "SCHOOL BOARD"), including any and all related entities, affiliates, joint ventures, and subdivisions, as well as all respective former and current elected officials, Board Members, superintendents, administrators, agents, department heads, supervisors, employees, attorneys, representatives, officials and insurers (all in their official and individual capacities), as well as each one's heirs, executors, administrators, predecessors, successors, insurers, assigns and all other persons, partnerships, firms or corporations, Jennifer Joyce Weissman ("EMPLOYEE"), on behalf of herself, her heirs, executors, administrators, successors, and assigns, and the Broward Teacher's Union ("UNION"), (collectively, the "Parties"), hereby enter into this Settlement Agreement and General Release ("Agreement") as follows:

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

WHEREAS, the actions of EMPLOYEE detailed in the Superintendent's Amended Administrative Complaint dated January 16, 2019, established that she had violated certain policies, procedures, rules and standards of conduct punishable by discipline up to and including termination;

WHEREAS, EMPLOYEE has requested administrative review of her three (3) day suspension without pay;

WHEREAS, an administrative review of her three (3) day suspension without pay is pending before the Department of Administrative Hearings, DOAH Case No. 18-6681TTS; 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, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to be legally bound by the following terms and conditions, which constitute full settlement of any and all disputes between them:

1. EMPLOYEE shall be suspended for one (1) workday 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. 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.
6. In addition, EMPLOYEE agrees to release the SCHOOL BOARD from all charges, claims, demands, actions, and liabilities EMPLOYEE may have against the SCHOOL BOARD 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. **Recitals:** The Parties acknowledge that the "WHEREAS" clauses stated above are true and correct, and are incorporated herein as material parts to this Agreement.
8. **General Release of Claims:** In exchange for, and in consideration of the benefit described above, EMPLOYEE knowingly and voluntarily releases and forever discharges, to the full extent permitted by law, the SCHOOL BOARD, as defined above, from any and all claims, known, asserted and unasserted, from the beginning of the world through the date of this Agreement that EMPLOYEE has, had or may have against EMPLOYER as of the date of execution of this Agreement, including, but not limited to, any alleged violation of:
 - Title VII of the Civil Rights Act of 1964, as amended;
 - The Civil Rights Act of 1991;
 - Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
 - The Employee Retirement Income Security Act ("ERISA") of 1974, amended;
 - The Immigration Reform and Control Act, as amended;

- The Fair Labor Standards Act (“FLSA”), as amended;
- The Equal Pay Act, as amended;
- The Family and Medical Leave Act (“FMLA”), as amended;
- The Age Discrimination in Employment Act (“ADEA”); as amended;
- The Americans With Disabilities Act (“ADA”), as amended;
- The Workers Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act (“OSHA”), as amended;
- The Sarbanes-Oxley Act of 2002;
- The Florida Civil Rights Act – Fla. Stat. § 760.01 et seq.;
- The Florida Workers’ Compensation Retaliation Statute – Fla. Stat. §440.205;
- The Florida Whistle Blower Act – Fla. Stat. §448.101 et seq.
- The Florida Minimum Wage Act and any other Florida wage payment laws;
- Fla. Stat. §448.08;
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract, tort, or common law; and
- Any claim for costs, fees or other expenses including attorneys’ fees incurred in these matters.

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

9. Nothing in this Agreement, including its General Release of Claims and Confidentiality clauses prevents EMPLOYEE from participating in an investigation or proceeding conducted by the United States Equal Employment Opportunity Commission (“EEOC”) or any other federal, state or local agency charged with the enforcement of any laws, including providing documents or other information, although by signing this Agreement, EMPLOYEE is waiving her right to recover any individual relief (including back pay, front pay, reinstatement or other legal or equitable relief) in any charge or other proceeding brought by EMPLOYEE, UNION, or on EMPLOYEE’s behalf by any third party.
10. 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.
11. This Release will become 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.

12. **No Lawsuits or Claims:** EMPLOYEE represents and agrees that she will not hereafter pursue, initiate, or cause to be instituted against the SCHOOL BOARD, any dispute that is related herein. EMPLOYEE further represents that she does not currently have pending before any court or before any federal, state or local agency any dispute of any kind against the SCHOOL BOARD. If it is determined that EMPLOYEE has any other lawsuit, charge, grievance or other claim pending against the SCHOOL BOARD, EMPLOYEE agrees to immediately dismiss any such claims, with prejudice, immediately upon determining that such claim(s) is pending.
13. **Consideration:** EMPLOYEE agrees that the consideration being provided by the SCHOOL BOARD in this Agreement constitutes adequate and ample consideration for the rights and claims she is waiving in this Agreement and for the obligations imposed upon her by virtue of this Agreement. EMPLOYEE further agrees and understands that the consideration being provided by this Agreement is consideration to which she is not otherwise entitled and which she would not receive but for this Agreement.
14. **No Assignment:** The Parties represent and warrant that no person other than the signatories hereto had or has any interest in the matters referred to in this Agreement, that the Parties have the sole right and exclusive authority to execute this Agreement, and that the Parties have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand or legal right that is the subject of this Agreement.
15. **Governing Law and Jurisdiction:** This Agreement shall be governed and conformed in accordance with the laws of the State of Florida without regard to its conflict of laws provision. In the event EMPLOYEE or the SCHOOL BOARD breaches any provision of this Agreement, EMPLOYEE and the SCHOOL BOARD affirm that either may institute an action to specifically enforce any term or terms of this Agreement. The exclusive venue for any dispute of and/or relating to this Agreement shall be in Broward County, Florida. It is further stipulated that any claim of a breach of this Agreement shall be heard by the court, and not by a jury. **EMPLOYEE AGREES THAT SHE IS WAIVING THE RIGHT TO A JURY TRIAL, IF ONE EXISTS.**
16. **Modification of Agreement:** This Agreement may not be amended, revoked, changed, or modified in any way, except in writing executed by all Parties. EMPLOYEE agrees not to make any claim at any time or place that this Agreement has been verbally modified in any respect whatsoever. No waiver of any provision of this Agreement will be valid unless it is in writing and



signed by the party against whom such waiver is charged. The Parties acknowledge that only an authorized representative of SBBC has the authority to modify this Agreement on behalf of EMPLOYEE.

17. **Consultation of Attorney:** EMPLOYEE acknowledges and agrees that the SCHOOL BOARD has and hereby does encourage her to consult an independent attorney of her own choosing to counsel her as to the meaning and legal import of this Agreement and all its terms, and that EMPLOYEE has in fact consulted with an independent attorney.
18. **Interpretation:** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement has been negotiated by and between attorneys for the Parties and shall not be construed against the "drafter" of the Agreement.
19. **Severability:** The Parties explicitly acknowledge and agree that the provisions of this Agreement are both reasonable and enforceable. However, if any portion or provision of this Agreement (including, without implication of limitation, any portion or provision of any section of this Agreement) is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction and cannot be modified to be legal, valid, or enforceable, the remainder of this Agreement shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law, and said illegal, invalid, or unenforceable portion of provision shall be deemed not to be a part of this Agreement.
20. **Binding Nature of Agreement:** This Agreement shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors, and assigns.
21. **Entire Agreement:** This Agreement, sets forth the entire Agreement between the parties hereto, and fully supersedes any prior obligation of the SCHOOL BOARD to EMPLOYEE. EMPLOYEE acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with her decision to accept this Agreement, except for those set forth in this Agreement.

22. **Selective Enforcement:** The Parties agree that the failure of any party to enforce or exercise any right, condition, term, or provision of this Agreement shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect.

HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE BENEFITS ABOVE, EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION AND UNDERSTANDING, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS SHE HAS OR MIGHT HAVE AGAINST THE SCHOOL BOARD.

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

By: Jennifer Weissman
Employee

1/30/19

Date

Robert F. McKee 1/30/19
Attorney/Representative:
Robert F. McKee, Esq.
1718 E. 7th Avenue, Suite 301
Tampa, FL 33605

School Board of Broward County, FL

Heather P. Brinkworth
By: HEATHER P. BRINKWORTH, CHAIR

Filed in Official School Board Records
the 9 day of March, 2019.

Oliver J. Lewis
Supervisor, Official School Board
Records

SWORN AND SUBSCRIBED

Before me this 30 day of January, 2019.

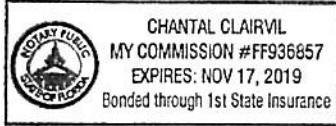
Christy Morris

Notary Public, Florida

Personally known

Produced the following identification:

My commission expires: 11-17-2019



Approved as to Form:

By

Tria Lawton-Russell
Tria Lawton-Russell

Administrative Counsel