



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
I-3.

MEETING DATE	2019-05-07 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. Dana M. Sigler

REQUESTED ACTION:

Approve the Superintendent's recommended settlement of a two (2) day suspension without pay and thereby rescind Agenda Item I-8 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: 7543212050
Name:	Phone:

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

Jeffrey S. Moquin - Chief of Staff

Signature

Jeffrey S. Moquin
4/17/2019, 3:20:26 PM

Approved In Open Board Meeting On:

MAY 07 2019

By: Heath P. Brantford
School Board Chair

SUMMARY EXPLANATION AND BACKGROUND

During the 2015-2016, school year, DANA M. SIGLER (hereinafter "D.S.") exhausted all of her sick, as well as all of her personal leave for the school year. In addition to using nineteen (19) days of FMLA leave, D.S., took an additional eleven (11) full days of unpaid leave. Next, during the 2016-2017, school year, D.S., again exhausted all of her sick and all of her personal leave. In addition to using fifty-eight (58) days of FMLA leave, D.S., took an additional eleven (11) full days of unpaid leave, including, two (2) partial days of unpaid leave, for the school year. Finally, during the 2017-2018, school year, not only did D.S., exhaust both her sick and personal leave, she used an additional 60 days of FMLA leave. D.S., took an additional ten (10) full days of unpaid leave. Including an additional six (6) partial days of unpaid leave.

The Administrative Complaint was served on D.S. on November 15, 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 two (2) day suspension without pay.

**SETTLEMENT AGREEMENT AND GENERAL RELEASE
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY,
DANA SIGLER 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, directors, officers, 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, and Dana M. Sigler (referred to herein as "EMPLOYEE"), on behalf of herself, her heirs, executors, administrators, successors, and assigns, 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 December 14, 2018, established that EMPLOYEE had violated certain policies, procedures, rules and standards of conduct punishable by discipline, up to and including termination;

WHEREAS, as a result of the actions of EMPLOYEE, EMPLOYEE received a three (3) day suspension without pay;

WHEREAS, EMPLOYEE has requested administrative review of the 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. 18-6561TTS ("DOAH Case No. 18-6561TTS"); 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.

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. **Recitals:** The SCHOOL BOARD and EMPLOYEE (hereafter referred to collectively as "Parties") acknowledge that the "WHEREAS" clauses stated above are true and correct, and are incorporated herein as material parts to this Agreement.
2. **Dismissal of Administrative Review:** EMPLOYEE agrees to withdraw her request for an administrative review and the Parties will jointly file a request for dismissal and closure of DOAH Case No. 18-6561TTS.
3. **Adherence to Rules:** 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. Unless unpaid leave is protected by the Family and Medical Leave Act, a state or federal law, or a provision of the applicable collective bargaining agreement, the EMPLOYEE is expected to not use unpaid leave.
4. **Consideration:** In exchange for the promises made herein, the SCHOOL BOARD agrees to reduce the three (3) workday suspension without pay to a two (2) workday suspension without pay. EMPLOYEE agrees that she will serve the two (2) workday suspension without pay. EMPLOYEE further agrees that the consideration being provided by the SCHOOL BOARD in this Agreement constitutes adequate and ample consideration for the rights and claims EMPLOYEE is waiving in this Agreement and for the obligations imposed upon EMPLOYEE by virtue of this Agreement. EMPLOYEE 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.
5. **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 released herein or related to DOAH Case No. 18-6561TTS. 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.
6. **Waiver of Proceedings or Appeals:** 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 Section 120.57(1), Florida Statutes, or appeals under Section 120.68, Florida Statutes. This shall not be deemed a waiver by the Parties of each one's right to judicial enforcement of this Agreement.



7. **Waiver of Claims Pursuant to the Collective Bargaining Agreement:** EMPLOYEE relinquishes all claims, past, present and future under the applicable collective bargaining agreement pertaining to the matters released herein, including but not limited to, this Agreement and the matters addressed in DOAH Case No. 18-6561TTS.

8. **General Release of Claims:** In exchange for the consideration described in this Agreement, EMPLOYEE irrevocably, knowingly, and voluntarily releases, waives and forever discharges, to the full extent permitted by law, the SCHOOL BOARD from any and all charges, claims, demands, actions, and liabilities that 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 or DOAH Case No. 18-6561TTS, whether such claims are known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, asserted or not asserted, and any consequences thereof, which EMPLOYEE has, had or may have against SCHOOL BOARD from the beginning of the world through the date of execution of this Agreement. The disputes released by EMPLOYEE include, but are not limited to, any claim or 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, as 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 ("WARN"), 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 disputes released by EMPLOYEE include any and all disputes she has or believes herself to have against the SCHOOL BOARD in contract or at common law, including, but not limited to, breach of oral, written and/or implied contract, an implied covenant of good faith and fair dealing, or any other claim related to her employment with the SCHOOL BOARD. The reference herein to specific statutory, contract and common law claims is in no way intended to limit the disputes released by EMPLOYEE. The above list is intended to be illustrative and not all-inclusive. EMPLOYEE intends that the disputes being released herein be construed as broadly as possible to cover any and all disputes she has or believes herself to have against the SCHOOL BOARD. In that regard, EMPLOYEE further acknowledges that she may later discover facts in addition to or different from those which she now knows or believes to be true. EMPLOYEE agrees that any such difference in the facts shall not affect this Agreement; that she assumes the risk of any such difference in the facts; and that she further agrees that this Agreement shall remain in full force and effect and not be subject to rescission by reason of any such difference in the facts.

Nothing in this Agreement, including this General Release of Claims, prevents EMPLOYEE from participating in an investigation or proceeding conducted by the United States Equal Employment Opportunity Commission 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 or any third party, including a union, on behalf of EMPLOYEE.

9. **Personnel File:** This Agreement will become part of EMPLOYEE'S personnel file with the SCHOOL BOARD. This Agreement and the investigative file on which it is predicated, if any, 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.
10. **No Admission of Liability or Wrongdoing:** The Parties agree that nothing contained in this Agreement or otherwise shall constitute or be construed as an admission of any alleged liability or wrongdoing by the SCHOOL BOARD.
11. **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.
12. **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.
13. **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 of this Agreement. The exclusive venue for any dispute of and/or relating to this Agreement shall be in the Seventeenth Judicial Circuit in and for 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.**
14. **Entire Agreement; Modification of Agreement:** The Parties 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. 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. EMPLOYEE acknowledges that only an authorized representative of the

SCHOOL BOARD has the authority to enter into a written modification of this Agreement.

15. **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.
16. **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.
17. **Binding Nature of Agreement:** This Agreement shall be binding upon each Party and each one's respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each Party and to each one's respective heirs, administrators, representatives, executors, successors, and assigns.
18. **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.
19. **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.
20. **Acknowledgement:** EMPLOYEE acknowledges that she has carefully read and understands this Agreement and agrees that the Parties have not made any representations other than those contained herein. EMPLOYEE also acknowledges that she has entered into this Agreement voluntarily, without any pressure or coercion, and with full knowledge of its significance, and that this Agreement constitutes a **FULL AND ABSOLUTE SETTLEMENT AND BAR AS TO ANY AND ALL CLAIMS** that EMPLOYEE had, has, or may have against the SCHOOL BOARD.

21. Effective Date: This Agreement is effective upon execution by both Parties.

HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THE BENEFITS SET FORTH 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, intending to be legally bound, execute this Agreement as of the dates set forth below.

By: [Signature]
DANA M. SIGLER
4/11/19

School Board of Broward County, FL
[Signature]
By: HEATHER P. BRINKWORTH, CHAIR

Date
[Signature]

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

Filed in Official School Board Records
the 7th day of May, 2019
[Signature]
Supervisor, Official School Board Records

SWORN AND SUBSCRIBED
Before me this 11th day of April 2019.

Approved as to Form:
By: [Signature]
Douglas G. Griffin

[Signature]
Notary Public, Florida

Personally known
Produced the following identification:

My commission expires: 03/11/2022

