



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

| | |
|---------------------|---|
| MEETING DATE | 2020-05-19 10:05 - Regular School Board 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 |

ITEM No.:

I-4.

TITLE:

Approve Settlement Agreement with Veronika Niyazova

REQUESTED ACTION:

Approve the Superintendent's recommended settlement agreement with teacher, Veronika Niyazova, of DOAH Case No. 19-5159TTS, agreeing to accept her resignation and thereby rescind Agenda item I-2, approved at September 17, 2019, School Board Operational Meeting referring the matter to DOAH for a 15-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: Safe & Supportive Environment
 Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the 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: Douglas G. Griffin | Phone: 7543212050 |
| Name: Andrew B. Carrabis | Phone: 7543212050 |

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

Jeffrey S. Moquin - Chief of Staff

Signature

Jeffrey S. Moquin
 5/5/2020, 5:26:30 PM

Approved In Open Board Meeting On **MAY 19 2020**

By: School Board Chair

SUMMARY EXPLANATION AND BACKGROUND

During the 2018-2019 school year, Science teacher VERONIKA NIYAZOVA (hereinafter "NIYAZOVA") committed multiple acts of misconduct, as follows for which she received a 15-day suspension adopted by the Broward County School Board ("School Board").

This recommendation is part of progressive discipline. On or about February 29, 2016, NIYAZOVA received a verbal reprimand for failure to follow policies and procedures. On or about February 9, 2015, NIYAZOVA received a written reprimand for continued inappropriate conduct with student. On or about March 3, 2016, and May 31, 2019, respectively, NIYAZOVA received a written reprimand for failure to follow testing schedule and testing policies and procedures.

The Administrative Complaint was served on NIYAZOVA and she timely requested a hearing. Subsequent to the School 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.

Thereafter, the Administrative Counsel prepared the Administrative Complaint and notice was served on NIYAZOVA on April 28, 2020, that a recommendation for her termination will be presented to the School Board on May 19, 2020, for continuing to bring an unauthorized person on school campus multiple times.

NIYAZOVA no longer wishes to contest the School Board's recommended discipline, will tender her resignation in lieu of termination and has requested to settle the action proceeding before DOAH. In order to avoid the uncertainties and expense of further proceedings, a settlement agreement has been prepared in which the employee will waive her right to an administrative hearing, as well as, provide a general release and voluntarily resign.

SETTLEMENT AGREEMENT

In consideration of the mutual promises and undertakings described herein, the School Board of Broward County, Florida (hereinafter "SBBC"), and Veronika Niyazova, (hereinafter "NIYAZOVA") (collectively, the "Parties") hereby enter into this Settlement Agreement ("Agreement") as follows:

WHEREAS, NIYAZOVA is employed as a teacher by SBBC;

WHEREAS, NIYAZOVA requested administrative review of her 15 day suspension;

WHEREAS, an administrative review of her 15 day suspension is pending before the Department of Administrative Hearings, DOAH Case No. 19-005159TTS;

WHEREAS, on or about April 28, 2020, NIYAZOVA was served with an Administrative Complaint (hereinafter "Termination Administrative Complaint") recommending her termination of employment for conduct occurring during February 2020, where NIYAZOVA brought an unauthorized person on a SBBC school campus multiple times;

WHEREAS, NIYAZOVA chooses not to contest DOAH Case No. 19-005159TTS or the Termination Administrative Complaint;

WHEREAS, SBBC agrees to rescind the 15 day suspension and not proceed further on the Termination Administrative Complaint and in return NIYAZOVA agrees to voluntarily tender her resignation in lieu of termination as an employee with SBBC;

WHEREAS, NIYAZOVA agrees and consents to waive any right regarding backpay for the 15 day suspension in DOAH Case No. 19-005159TTS;

WHEREAS, the Parties prefer to avoid further litigation, and intend to resolve all disputes herein; and

WHEREAS, NIYAZOVA, after having the opportunity to consult with counsel of her choosing, hereby voluntarily offers her resignation from her employment with SBBC.

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 DOAH Case No. 19-005159TTS and the Termination Administrative Complaint:

1. Recitals: The Parties acknowledge that the "WHEREAS" clauses stated above are true and correct, and are incorporated herein as material parts to this Agreement.

2. **Dismissal with Prejudice:** Upon execution and acceptance of this Agreement by the Parties, the Parties will jointly notify the Administrative Law Judge ("ALJ") in DOAH Case No. 19-005159TTS, of the settlement of this matter, and request that the ALJ dismiss the pending DOAH case with prejudice and relinquish jurisdiction.
3. **Modification of Agreement:** This Agreement may not be amended, revoked, changed, or modified in any way, except in writing executed by all Parties. 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.
4. **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.
5. **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 or provision shall be deemed not to be a part of this Agreement.
6. **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.
7. **Entire Agreement:** This Agreement, sets forth the entire Agreement between the Parties hereto, and fully supersedes any prior obligation of SBBC to NIYAZOVA. NIYAZOVA acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with his decision to accept this Agreement, except for those set forth in this Agreement. NIYAZOVA acknowledges she has been counseled by her attorney before entering into this agreement.
8. **Effective Date:** This Agreement is effective upon execution by both Parties.


9. Electronic Signatures: The parties acknowledge and agree that this agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

FOR SBBC:

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

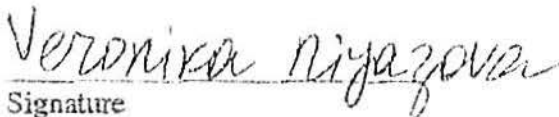

Robert W. Runcie, Superintendent of Schools

By _____
Donna P. Korn, Chair

Approved as to Form and Legal Content:


Office of the General Counsel
Andrew Carrabis, Esq.
5/7/2020

FOR VERONIKA NIYAZOVA:


Signature

VERONIKA NIYAZOVA
Printed Name

5/4/2020
Date