



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-04-21 10:00 - 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-1.

TITLE:

Broward County School Board v. Jennifer Jedlicka Austin

REQUESTED ACTION:

Approve the Superintendent's recommended settlement of DOAH Case No. 19-5451TTS, agreeing to a one (1) day suspension without pay and thereby rescind Agenda Item I-1 approved at the October 21, 2019, School Board Operational Meeting to refer the matter to DOAH for a one (1) day suspension without pay.

SUMMARY EXPLANATION AND BACKGROUND:

See Supporting Docs for Summary and Explanation 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 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: Douglas G. Griffin	Phone: 754-321-2050
Name: Eric W. Abend	Phone: 754-321-2050

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

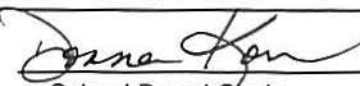
Jeffrey S. Moquin - Chief of Staff

Signature

Jeffrey S. Moquin

4/14/2020, 5:32:31 PM

Approved In Open Board Meeting On: APR 21 2020

By: 

School Board Chair

SUMMARY EXPLANATION AND BACKGROUND

Jennifer Jedlicka Austin (hereinafter "AUSTIN") is an ESE Support Facilitator teacher at Tamarac Elementary School. On or about November 19, 2018, despite that she is not authorized to restrain students because she is not PCM trained, it is alleged that AUSTIN applied a non-PCM take-down and prone restraint.

On or about November 19, 2018, Principal Roberta Ray (hereinafter "RAY") went to her office to find AUSTIN and S.G. alone. S.G. was throwing and hitting AUSTIN with objects. As RAY tried to talk to S.G., he started yelling, screaming, and throwing objects at both AUSTIN and RAY. Finally, AUSTIN told S.G. "[O]K. That's enough". AUSTIN turned S.G. around facing away from her, taking his wrists in each hand, placing him on his knees, and then into a prone position. As AUSTIN straddled S.G., she placed her fingers in a "U" shape over his wrists. RAY immediately directed AUSTIN to let S.G. go, stating "Jen, you have to let him up". AUSTIN complied and released S.G. from the prone position.

The Administrative Complaint was served on AUSTIN on September 9, 2019, 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.

AUSTIN no longer wishes to contest the School Board's recommended discipline, will accept her 1-day suspension 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 accept a one (1) day suspension without pay.

END OF DOCUMENT.

SETTLEMENT AGREEMENT

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

WHEREAS, AUSTIN is employed as a teacher by SBBC;

WHEREAS, AUSTIN requested administrative review of her 1 day suspension;

WHEREAS, an administrative review of her 1 day suspension is pending before the Department of Administrative Hearings, DOAH Case No. 19-5451TTS;

WHEREAS, AUSTIN contests the facts alleged in the Administrative Complaint, however, AUSTIN chooses not to contest, but rather accept, the 1 day suspension; and

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

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. 19-5451TTS:

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 of this Agreement by the Parties, the Parties will jointly notify the Administrative Law Judge ("ALJ") in DOAH Case No. 19-5451TTS, 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,

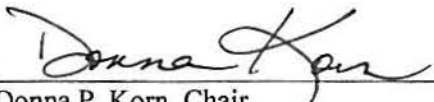
the remainder of this Agreement shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law, and said illegal, invalid, or unenforceable portion or provision shall be deemed not to be a part of this Agreement.

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 AUSTIN. AUSTIN 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. AUSTIN 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

By 
Donna P. Korn, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by
Eric Abend
Date: 2020.04.06
16:48:23 -04'00'
Office of the General Counsel

FOR JENNIFER JEDLICKA AUSTIN:

Jennifer J. Austin
Signature

Jennifer J. Austin
Printed Name

4/6/20
Date