



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE 2020-10-06 10:05 - School Board Operational Meeting

AGENDA ITEM ITEMS

CATEGORY I. OFFICE OF THE SUPERINTENDENT

DEPARTMENT Office of Chief of Staff

Special Order Request  
 Yes  No

Time

Open Agenda  
 Yes  No

ITEM No.:  
 I-6.

**TITLE:**

Approve Settlement Agreement with Sandra Nunez

**REQUESTED ACTION:**

Approve the Superintendent's recommended settlement agreement with teacher, Sandra Nunez, of DOAH Case No. 19-4962TTS, agreeing to a one (1) day suspension without pay and thereby rescind Agenda Item I-8 adopted at the September 4, 2019, School Board Operational Meeting referring the matter to DOAH for a two (2) 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 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: 7543212050 |
| Name: Maya A. Moore      | Phone: 7543212050 |

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

Jeffrey S. Moquin - Chief of Staff

Signature  
 Jeffrey S. Moquin  
 9/21/2020, 8:14:25 PM

Approved In Open Board Meeting On:

**OCT - 6 2020**

By:   
 School Board Chair

**SUMMARY EXPLANATION AND BACKGROUND**

On or about March 6, 2019, a fourth (4th) grade student reported that SANDRA NUNEZ (hereinafter "NUNEZ") used profanity/inappropriate language while talking to another teacher, Ms. Fenton, during instructional time. On the same day, Principal Delicia Decembert (hereinafter "Decembert") told NUNEZ and Ms. Fenton that Decembert intended to investigate the report that students overheard an adult using profanity during instructional time. Despite Decembert informing both teachers that she would investigate the situation, NUNEZ conducted her own investigation. On or about March 7, 2019, NUNEZ asked a student to stand in front of the class and point out other students who may have information. Thereafter, NUNEZ called students outside of the class and questioned them. Several students began crying, became fearful of returning to NUNEZ's class, felt bullied, or pressured to recant or change their versions of events. According to one of the students, NUNEZ ". . . made [the students] write statements and that [the student] lied on her statement because she was scared not to do what NUNEZ wanted."

The Assistant General Counsel prepared the Administrative Complaint and notice was provided to NUNEZ that a recommendation for her two (2) day suspension without pay will be presented to the School Board on September 4, 2019. The Administrative Complaint was served on NUNEZ on August 13, 2019, 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.

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

## SETTLEMENT AGREEMENT

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

**WHEREAS**, NUNEZ is employed as a teacher by SBBC;

**WHEREAS**, on or about August 13, 2019, NUNEZ was served with an Administrative Complaint (hereinafter "Administrative Complaint") recommending her 2-day suspension from employment for conduct occurring during March 2019 and alleged in the Administrative Complaint;

**WHEREAS**, NUNEZ contests the allegations in the Administrative Complaint (and all amendments thereto) served on her, and any allegations that she violated any Florida Statute, Florida Administrative Code provision or School Board Policy, and has timely requested administrative review of her 2-day suspension without pay;

**WHEREAS**, SBBC denies and contests all of NUNEZ' defenses and the Parties agree that nothing herein shall be deemed or construed at any time or for any purpose as an admission or acceptance of any allegations or defenses made by the respective parties;

**WHEREAS**, an administrative review of her 2-day suspension is pending before the Department of Administrative Hearings, DOAH Case No. 19-004962TTS;

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

**WHEREAS**, NUNEZ, after having the opportunity to consult with counsel of her choosing, hereby voluntarily accepts a 1-day suspension without pay from her employment.

**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. 19-004962TTS and the 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. **Consideration**:
  - (a) SBBC agrees:
    - (i) to reduce the recommended discipline and actual discipline/corrective action imposed against NUNEZ for the allegations underlying the Administrative Complaint to a one (1) day suspension without pay, and to



waive any further disciplinary or corrective action against NUNEZ related to the allegations underlying the Administrative Complaint. Upon execution of this Agreement, SBBC will reimburse NUNEZ for any loss of pay or benefits previously imposed against her in excess of this one (1) day suspension;

- (ii) to audit and review NUNEZ' personnel file to ensure that is in full compliance with the Settlement Agreement entered into between the Parties in October, 2017 (copy attached) (hereinafter referred to as the "2017 Settlement Agreement") and to immediately take all necessary action to correct NUNEZ' personnel records if they are not in compliance;
- (iii) to place a copy of this Settlement Agreement in NUNEZ' personnel file; and
- (iv) that, by executing this Agreement, SBBC hereby reaffirms that 1) the written reprimand dated September 19, 2016 was withdrawn by SBBC and replaced by the 2017 Settlement Agreement, 2) that in the 2017 Settlement Agreement SBBC waived, remised, released, acquitted, satisfied, and forever discharged NUNEZ from further formal discipline, reprimand and any other disciplinary or retaliatory treatment whatsoever, and from all and any manner of action and actions, cause or causes of action, suits, debts, dues, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which SBBC may have had related in any way to the allegations and events underlying the written reprimand and 2017 Settlement Agreement, and 3) any public statement by SBBC to the contrary was made in error.

(b) In consideration for the foregoing, NUNEZ agrees to accept the recommended one (1) day suspension and to a Dismissal with Prejudice of the DOAH case upon execution of this Agreement by all Parties.

3. **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. 19-004962TTS, of the settlement of this matter, and request that the ALJ dismiss the pending DOAH case with prejudice and relinquish jurisdiction. In the event that the recommended reduction of discipline/corrective action to a one (1) day suspension is not accepted by the School Board, NUNEZ shall retain all right to continue to contest the allegations of the Administrative Complaint and seek administrative review through the pending DOAH case.
4. **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.



5. **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.
6. **No Admission of Wrongdoing:** SBBC and NUNEZ agree that this Agreement shall not be deemed or construed at any time or for any purpose as an admission by NUNEZ or SBBC of any liability, or of unlawful conduct or wrongdoing of any kind. SBBC specifically acknowledges that NUNEZ contests the allegations in the Administrative Complaint and has not admitted any wrongdoing by entering into this Agreement. As set forth in Section 2(a)(iii) above, a copy of this Agreement shall be placed in NUNEZ’ personnel file and NUNEZ shall be allowed to supplement her personnel file with the responses, motions and discovery she filed or obtained in the DOAH case if she chooses.
7. **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.
8. **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
9. **Entire Agreement:** This Agreement, sets forth the entire Agreement between the Parties hereto, and fully supersedes any prior obligation of SBBC to NUNEZ. NUNEZ 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. NUNEZ acknowledges she has been counseled by her attorney before entering into this agreement. This Agreement does not modify the terms of the 2017 Settlement Agreement in any way.
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.
10. **Dispute Resolution:** In the event that either party to this Agreement institutes legal proceedings for breach of the terms of this Agreement, it is stipulated and agreed that such claim shall be heard and determined in a Florida state court of competent jurisdiction in



Broward County, Florida and that this Agreement shall be governed and construed in accordance with the laws of the State of Florida.

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

A handwritten signature in black ink, appearing to be the initials 'SM' or similar, located in the lower right quadrant of the page.

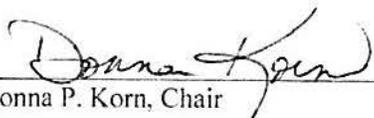
(Corporate Seal)

ATTEST:

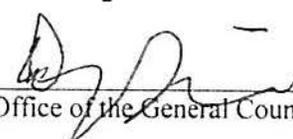
  
Robert W. Runcie, Superintendent of Schools

**FOR SBBC:**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:

  
Office of the General Counsel

*J. H.*

**FOR SANDRA NUNEZ:**



Signature

Sandra Nuñez

Printed Name

9-7-2020

Date