

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA,

Petitioner,

vs.

DOAH Case No.: 16-6862
Judge: John G. Van Laningham

ROSA HARRELL,

Respondent.

FINAL ORDER

THIS CAUSE, came before The School Board of Palm Beach County, Florida (hereinafter referred to as "SCHOOL BOARD") pursuant to §120.569 and §120.57, Fla. Stat., after an administrative hearing was conducted before the Honorable John G. Van Laningham on January 27, 2017 and February 15, 2017. The Recommended Order was entered by the Honorable John G. Van Laningham on April 11, 2017. In lieu of filing exceptions to the Recommended Order, the Parties have entered into a Settlement Agreement as a full and final settlement of this matter.

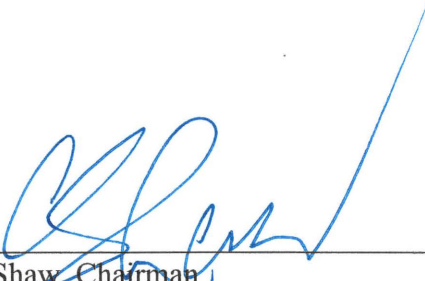
IT IS ORDERED AND ADJUDGED as follows:

1. That the Board has jurisdiction of this matter pursuant to §120.57, Fla. Stat.
2. That the Board hereby accepts and approves the Settlement Agreement, a copy of which is attached hereto and incorporated herein by reference in its entirety.

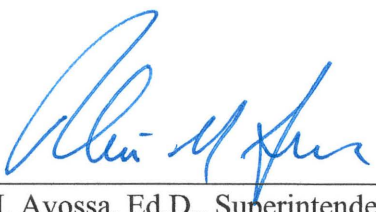
4. That this Final Order shall take effect upon being filed with the Clerk of the SCHOOL BOARD.

DONE and ORDERED this 7th day of June, 2017.

The School Board of Palm Beach
County, Florida



Chuck Shaw, Chairman

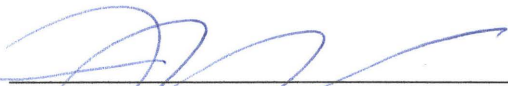


Robert M. Avossa, Ed.D., Superintendent

NOTICE OF RIGHT TO JUDICIAL REVIEW

This Final Order constitutes final agency action. Any party who is adversely affected by this Final Order has the right to seek judicial review of the Final Order pursuant to Section 120.68, Fla. Stat. Review proceedings are governed by the Florida Rules of Appellate Procedure. Such proceedings are commenced by filing one copy of a notice of appeal with the agency clerk of The School Board of Palm Beach County, Florida, and a second copy, accompanied by appropriate filing fees as prescribed by law, with Fourth District Court of Appeals, or with the District Court of Appeal in the Appellate District, where the party resides, if applicable. The notice of appeal must be filed within thirty (30) days of rendition of the Order to be reviewed.

Respectfully submitted this 7th day of June, 2017.



JulieAnn Rico, Esq.
General Counsel for The School Board
of Palm Beach County, Florida

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Order has been furnished via U.S. Mail and email to Dedrick D. Straghn, Esq., Dedrick D. Straghn Attorney & Counselor at Law, 26 Southwest 5th Avenue, Delray Beach, FL 33444, email: dstraghn@yahoo.com this 13th day of June, 2017.

THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA
JulieAnn Rico, Esq.
General Counsel
3300 Forest Hill Boulevard, Suite C-323
West Palm Beach, Florida 33406

By: 

JULIEANN RICO, ESQ.
Fla. Bar No. 316911

**SETTLEMENT AGREEMENT & RELEASE
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA,
AND ROSA HARRELL**

This Settlement Agreement (hereinafter "Agreement") is made effective this 28th day of APRIL 2017, among the parties: **The School Board of Palm Beach County** ("the School District"), and **Ms. Rosa Harrell** ("Ms. Harrell").

WHEREAS, Ms. Harrell is a bus driver who was recommended for a fifteen (15) day suspension without pay and termination for violations of the School District's School Board Policies 1.013(1), 3.02, and 3.21 and Rule 6A-3.0171(3), Fla. Admin. Code; and

WHEREAS, Ms. Harrell appealed the suspension and termination and Judge John G. Van Laningham determined there is just cause to discipline Ms. Harrell for misconduct in office. Although Judge Van Laningham ruled that the School District did not have sufficient cause to skip steps in the discipline process, he determined the seriousness of the misconduct warranted the following penalties therefor: (a) verbal reprimand; (b) written reprimand; and (c) 30-day suspension without pay,

WHEREAS, the Parties have agreed, in lieu of filing exceptions to Judge Van Laningham's Recommended Order, to settle the appeal in DOAH Case 16-6862;

NOW, THEREFORE, the undersigned Parties to this Agreement agree as more specifically set forth below:

TERMS

1. All of the statements above are true and accurate to the best of the Parties' knowledge and belief. The parties agree to this settlement and it is not an admission of wrongdoing by either party.

2. Ms. Harrell will provide the School District with three (3) fully executed originals of this Agreement.

3. The Parties agree that the School District will reduce Ms. Harrell's termination to a 30-work day suspension without pay, beginning October 20, 2016 and ending December 8, 2016.

4. The School District agrees to reinstatement Ms. Harrell's employment with the School District in a position of bus driver, immediately upon her successful completion of CDL drug screen and retraining.

5. In consideration for the execution of this Agreement, the Parties agree to the following:

- a. Ms. Harrell agrees to the entry of Notice of Settlement and Dismissal of the Division of Administrative Hearings case *Palm Beach County School Board vs. Rosa Harrell*, Case No. 16-6862.
- b. The School District agrees to pay Ms. Harrell, within seven (7) days of the ratification of this Agreement, her full back pay from December 9, 2016 to her reinstatement, less applicable taxes, withholdings and benefit deductions. Her back pay award will include her mid-day/activity run, if consistently worked during 2016/17 school year, and any applicable salary increases. It is agreed that this back pay will be FRS eligible, and will be calculated based on W4 tax information. Ms. Harrell's benefits will be reinstated effective February 1, 2017, in accordance with District eligibility.

6. In further consideration for the promises and covenants contained herein Ms. Harrell further hereby remises, acquits, releases, satisfies, discharges, and covenants not to sue or file a charge against the School District and their predecessors and successors in interest, and all their past, present and future agencies, boards, departments, members, administrators, officers, employees, agents, attorneys and representatives in their personal and official capacities, and their heirs and legal representatives (hereinafter collectively referred to as "Releases") of and from, any and all claims and demands, past, present or future, now known or should have been known, and all manner of action and actions causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, torts, trespasses, damages, injuries, personal injuries, judgments, executions, warranties, claims and demands whatsoever, in law or in equity, which the Ms. Harrell, and her heirs, executors, administrators, agents, distributes, beneficiaries, successors in interest and assignees, ever had, now has, or in the future may have, against Releases, arising out of the present cause of action, including, but not limited to, all claims, known or unknown but subsequently discovered, which were actually asserted or might have been asserted by Ms. Harrell in this matter.

7. This Agreement constitutes the full and entire settlement of any and all issues relative to the above referenced appeal and disciplinary action to be taken against Ms. Harrell.

THIS AGREEMENT is dated this 28th day of April, 2017 in Palm Beach County, Florida.

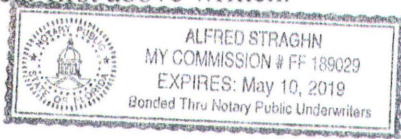
BY:


ROSA HARRELL

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 28th day of April, 2017, before me personally appeared or provided sufficient identification appeared before me to be the person who signed the foregoing instrument, and after I have fully explained to her the nature and legal effect whereof acknowledge that she fully understands its content and meaning and duly executed same of her free act and deed and for the sole consideration therein express.

IN TESTIMONY THEREOF, I have unto set my hand and affixed my notary seal on the day and year first above written.



(SEAL)

Alfred Straghn
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Reviewed and Approved by:

Helene K. Baxter
Helene K. Baxter, Esq.,
School Board Attorney

Reviewed and Approved by:

Dedrick D. Straghn
Dedrick D. Straghn, Esq.
Attorney for ROSA HARRELL

Witness:

[Signature]

Date: 6/13/17

The School Board of Palm Beach County, Florida

By: [Signature]
Chuck Shaw, Chairman

Date: 6/13/17

Witness:

Diane Underwood

Date: 6/13/17

Attest:

[Signature]
Dr. Robert Avossa
Superintendent

Date: 6-13-17