

## SETTLEMENT AGREEMENT, WAIVER AND RELEASE

THIS SETTLEMENT AGREEMENT, WAIVER AND RELEASE (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of March, 2019, by and between Brent Sawdy ("Sawdy") and Duval County Public Schools ("DCPS"). Although asserted by the DCPS, Sawdy claims the DCPS inappropriately administrated a disciplinary action resulting in his reception of written reprimand and his suspension from employment for seven days without compensation, Sawdy and the DCPS individually and collectively have determined that the parties' best interests are fully and finally addressed by the settlement of all existing or potential claims and disputes between them, whether known or unknown regarding the above referenced disciplinary administrative action pursuant to the recommended order issued by the administrative law judge; now therefore, the parties agree to settle the instant matter as follows:

1. Obligations of the DCPS. In consideration of Sawdy's agreement to the terms herein, the DCPS shall provide to Sawdy the following:

- (a) Payment of One Thousand Six Hundred and 09/100 (\$1,600.09) as reimbursement for the lost compensation during the seven (7) day;
- (b) All accrued benefits otherwise associated with the associated suspension of employment will also be instituted to Sawdy;
- (c) Retract the September 18, 2017 Notice of Written Reprimand and Seven-day Suspension without pay and attach the Notice of Discipline Retraction;
- (d) All relevant inquiries regarding Sawdy shall result in the acknowledgment that he has never been disciplined by the DCPS;
- (e) The deliverable of section 1(a) and (c) shall reasonably be made available for Sawdy, on or before *Tuesday, April 23, 2019*;
- (f) All benefits provided to Sawdy pursuant to section 1 may be subject to required federal, state and local law. Sawdy's reception therefore may be reduced by all applicable federal,

state, and local taxes and fees upon the DCPS withholding the same;

- (g) In the event of Sawdy's death prior to the effective date of this Agreement, the benefits pursuant to section 1 (a) through (c) hereunder will be provided to Sawdy's lawful personal representative of his estate.

2. **Obligations of Sawdy.** In consideration of the foregoing obligations of the DCPS pursuant to section 1, Sawdy agrees as follows:

- (a) Sawdy represents that upon his execution of this Agreement he *voluntarily dismisses with prejudice the DCPS from any and all claims or causes of action, if any,* regarding the allegation of failing to adequately supervise students and resulting employment suspension, including but not limited to DOAH case number 18-1655TS. As a result of the considerations of this Agreement, Sawdy will forever release the DCPS from any and every obligation claimed or could have been claimed within any court or administrative forum of competent jurisdiction where Sawdy has or could have based a claim regarding this allegation and shall dismiss with prejudice or move to dismiss with prejudice such claim within twenty (20) calendar days of the effective date of this Agreement;
- (b) Sawdy further *waives, acquits, discharges and forever releases* the DCPS, its agencies, boards, departments, authorities, employees, attorneys, representatives, agents and elected officials (the "Released Parties"), from any claims, demands, damages, lawsuits, obligations, promises, administrative actions, charges, attorney's fees, costs, expenses, and causes of action, in law or in equity, of any aspect of employment not otherwise provided herein arising out of all matters relating to or regarding Sawdy's alleged inadequate supervision, the resulting suspension from the DCPS, or subsequent administrative appeal. This *Settlement Agreement, Waiver and Release* covers any causes of action or claims regarding the alleged factual allegations herein and corresponding legal claims or causes of action against the DCPS as of the Agreement's effective date under Title VII of the Civil Rights Act of 1964, as amended; the Florida Civil Rights Act; the

Employee Retirement Income Security Act of 1974 (ERISA), as amended; the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Older Workers' Benefit Protection Act; the Civil Rights Act of 1991; Section 1981 of the Civil Rights Act of 1866, as amended; Section 1983 of Title 42 U.S.C.; the Americans with Disabilities Act of 1990; 42 U.S.C.A. Section 1988; Executive Orders 11246 and 11478; the National Labor Relations Act, as amended; the Fair Labor Standards Act of 1938, as amended; the Equal Pay Act of 1963, as amended; the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended; all claims under any DCPS Board policy, Jacksonville municipal ordinance; applicable collective bargaining agreement; and any other federal or state law, including any lawsuits founded in tort (including negligence), contract (oral, written or implied), or any other common law or equitable basis of action;

- (c) Sawdy recognizes that as a result of the considerations of this Agreement as described within section 1 of this Agreement, the DCPS has reasonably relied upon the representation within section 2 of this Agreement (i.e., Obligations of Sawdy) in agreeing to perform the obligations set forth in section 1 to resolve all outstanding claims as stated herein and provide Sawdy all stated benefits necessary to fulfill all obligations resulting from the instant litigation;
- (d) This does not preclude Sawdy from defending himself in any Florida administrative or other forum for claims brought against him arising from matters encompassed in DOAH case number 18-1655TS.

3. **Breach and Recovery of Benefits:** The benefits contained in this Agreement which flow to Sawdy from the DCPS may be immediately terminated by the DCPS if Sawdy breaches this Agreement by engaging in conduct which violates any provision of this Agreement. Moreover, the DCPS is entitled to recover any benefits paid to Sawdy under this Agreement if he breaches his obligations (*specifically, but not limited to, section 2*) under this Agreement.

4. **Non-Admission.** Neither this Agreement, nor anything contained herein, is to be construed as an admission by the Released Parties of any liability,

wrongdoing or unlawful conduct whatsoever, nor shall it be construed as an admission of misconduct or a failure of performance on the part of Sawdy.

5. **Severability.** The terms of this **Agreement** are contractual in nature and not a "mere recital" of statements. If any provision of this **Agreement** is invalidated by a court of competent jurisdiction, then all of the remaining provisions of this **Agreement** shall continue unabated and in full force and effect; unless a court of competent jurisdiction invalidates any element of section 2 of this **Agreement**, then the **Agreement** in its entirety is immediately thereafter void.

6. **Entire Agreement.** This **Agreement** contains the entire understanding and agreement between the parties and shall not be modified or superseded except upon express written consent of the parties to this **Agreement**. **Sawdy** represents and acknowledges that in executing this **Agreement**, he does not rely and has not relied upon any representation or statement made by the Released Parties or their agents, representatives, or attorneys which is not set forth in this **Agreement**.

7. **Supersedes Past Agreements.** Except as expressly provided herein and outstanding **DCPS** employment obligations between **Sawdy** and the **DCPS**, this **Agreement** supersedes and renders null and void any previous agreements or contracts, whether written or oral, between **Sawdy** and the **DCPS** with regards to the facts of the instant matter or this **Agreement**.

8. **Governing Law; Venue.** This **Agreement** shall be governed by and construed in accordance with the laws of the State of Florida and venue for any action arising under this **Agreement** shall lie in the jurisdictional courts of Duval County, Florida.

9. **Bearing Own Attorney's Fees and Costs.** The parties agree to bear their own attorney's fees and costs incurred in connection with the administrative appeal of the **DCPS** disciplinary action, including those incurred in the negotiation and preparation of this **Agreement**.

10. **Opportunity to Consider and Confer.** The **DCPS** has advised **Sawdy** to consult with his attorneys (i.e., Henry Matson Coxe, III, Esquire and Ashley Cox, Esquire) prior to executing this **Agreement** and acknowledges he has been given up to twenty-one (21) calendar days to consider this **Agreement**. **Sawdy** and the **DCPS** acknowledge that each has had the opportunity to read, study, consider, and deliberate upon this **Agreement**, have consulted with their

respective counsel and both parties fully understand and are in complete agreement with all of the terms of this Agreement.

11. **Effective Date.** This Agreement shall become effective and enforceable upon the complete execution of this Agreement as a settlement. This Agreement may however be revoked by Sawdy for a period of seven (7) calendar days following the complete execution of the Agreement; and is understood that the Agreement shall therefore cease being effective or enforceable.

12. **Settlement.** The parties recognize that this is a settlement of claims and requires all necessary approvals as set forth therein, including applicable DCPS Board policies.

IN WITNESS WHEREOF, and intending to be legally bound, the DCPS, by its authorized representative, and Sawdy execute this *Settlement Agreement, Waiver And Release*, consisting of five (5) pages including twelve (12) enumerated paragraphs, by signing below voluntarily, without duress and with full acknowledgement and understanding of the significance of all of its provisions.

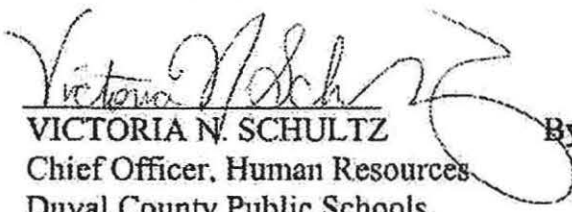
**PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT, WAIVER AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN EMPLOYMENT CLAIMS REGARDING THE FACTUAL ALLEGATION HEREIN THAT OTHERWISE COULD HAVE BEEN RAISED HEREIN.**


Executed at Jacksonville, Duval County, Florida this 29 day of March, 2019.

  
By: BRENT SAWDY  
Respondent

Executed pursuant to Duval County  
Board Policy 7.90(7)(B)(i):

Approved as to Form:

  
By: VICTORIA N. SCHULTZ  
Chief Officer, Human Resources  
Duval County Public Schools

  
By: DERREL Q. CHATMON  
Senior Assistant General Counsel  
Office of General Counsel



DUVAL COUNTY  
PUBLIC SCHOOLS

Dr. Patricia Willis  
Superintendent

1701 Prudential Drive | Jacksonville, FL 32207  
904.390.2115 | Fax 904.390.2586  
willisp@duvalschools.org | www.duvalschools.org

August 24, 2017

Via Hand Delivery

Brent Sawdy, PN#40890  
3418 Point Lobos Trail  
Jacksonville, FL 32223

RETRACTED

MAR 29 2019

INITIALS

**RE: STEP III PROGRESSIVE DISCIPLINE – REPRIMAND AND SUSPENSION WITHOUT PAY**

Dear Mr. Sawdy:

Pursuant to Article V of the collective bargaining agreement between Duval Teachers United and Duval County School Board and the Board's Progressive Discipline Policy, this letter of reprimand constitutes Step III of Progressive Discipline. You are by this letter, reprimanded and suspended for 7 working days, pending Board approval at the School Board Meeting on September 11, 2017.

**NATURE AND SPECIFICATION OF CURRENT CONDUCT**

On May 2, 2017, you failed to provide adequate supervision when you allowed students in your classroom to participate in an inappropriate game, which involved kissing and exposure of private body parts.

Your conduct is in violation of the Principles of Professional Conduct of the Education Profession in Florida (Florida Administrative Code 6A-10.081).

Specifically, your conduct violates the following **Principles of Professional Conduct**:

**6A-10.081(1)(b)** – The educator's primary professional concern will always be for the student and for the development of the student's potential. The educator will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.

**6A-10.081(2)(a)1** – Shall make reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.

**CURRENT DISCIPLINARY ACTION**

Please know and understand that such behavior cannot and will not be tolerated by this administration. You are directed to refrain from this behavior in the future.

Your conduct requires that you be issued a written reprimand and be suspended without pay. This constructive discipline is being given instead of dismissal in order to afford you progressive discipline. Further improper conduct on your part will subject you to more severe disciplinary action, which could include dismissal. It is the hope of the District that such action will not become necessary and that you and the District can have a successful and continuing working relationship. It is in this spirit that the following discipline is given to you:


1. A letter of written reprimand will be placed in your personnel file.
2. Pending Board approval, you will be suspended for 7 consecutive working days without pay. Upon Board approval, the Office of Equity and Inclusion/Professional Standards will notify you of the dates of your suspension via US mail. Please note that during your suspension period you may not volunteer to work at your school. Additionally, unless your presence on DCPS property involves non-work related responsibilities (i.e., picking up a child from a school campus), your presence on school property is not warranted.

#### **EMPLOYEE ASSISTANCE PROGRAM**

Additionally, you are **required** to contact the Employee Assistance Program within **ten (10)** days of receipt of this letter to make an appointment. Failure to make and keep all appointments will be seen as violation of this Progressive Discipline Reprimand and will result in further disciplinary action, which may result in dismissal.

The program provides help for personal or job related, family, financial, alcohol, drug and stress problems, and any other problems you may have. The phone number for the Employee Assistance Program is 296-9436. The program is strictly confidential. All employees are encouraged to use this benefit and service.

Sincerely,



Sonita D. Young  
Assistant Superintendent, Human Resource Services


c: Florida Department of Education Office of Professional Practices Services  
Personnel File  
Principal

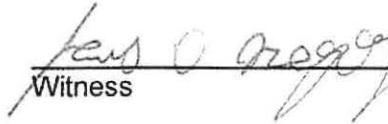
ACKNOWLEDGEMENT OF RECEIPT

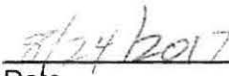
By my signature, I, **Brent Sawdy**, acknowledge receipt of this document only. It does not indicate that I agree with the contents.

This letter of reprimand will be placed in your personnel file within the Records Department of the Duval County School Board.


  
\_\_\_\_\_  
Signature of employee

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Date

The employee understands that this document will be placed in the personnel file ten (10) days from the date of this letter. Any written response you care to make will be attached to the file copy as part of the record.

  
\_\_\_\_\_  
Employee Initials