



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

600 S.E. Third Avenue, 11th Floor • Fort Lauderdale, Florida 33301 • Office: 754-321-2050 • Fax: 754-321-2705

Office of the General Counsel
Barbara J. Myrick, General Counsel
www.browardschools.com

**The School Board of
Broward County, Florida**

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff
Robin Bartleman
Heather P. Brinkworth
Patricia Good
Laurie Rich Levinson
Ann Murray
Nora Rupert
Robert W. Runcie
Superintendent of Schools

December 20, 2019

Cathy Sellers, Administrative Law Judge
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-1550

RE: Broward County School Board vs. Craig Dudley
DOAH Case No.: 18-6215TTS

Dear Judge Sellers:

For the Division's file, enclosed please find the Final Order concerning the above-referenced matter.

Sincerely,


Barbara J. Myrick

BJM:jcf
Enclosure

C: Robert W. Runcie, Superintendent of Schools
Douglas G. Griffin, Esq.
Robert F. McKee, Esq.

fritz/allwork/agenda/2019/12-20-19-stokes/final order-judge

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

BROWARD COUNTY SCHOOL BOARD,

Petitioner,
vs.

DOAH CASE No.: 18-6215TTS
SSBM Agenda: 10-22-19-1

CRAIG DUDLEY,

Respondent.

FINAL ORDER

THIS CAUSE came before THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (hereafter referred to as “THE SCHOOL BOARD”) at its meeting conducted on October 22, 2019¹, to consider: (1) the Recommended Order entered on July 17, 2019, by the Honorable Cathy M. Sellars, Administrative Law Judge (ALJ) of the State of Florida Division of Administrative Hearings; (2) Petitioner’s Exceptions to the Recommended Order and (3) the Respondent’s response thereto.

IT IS THEREUPON ADJUDGED that:

1. THE SCHOOL BOARD rejects Petitioner’s exceptions one through eight.
2. Pursuant to stipulation of Respondent, THE SCHOOL BOARD, for the reasons set forth in the Petitioner’s exception nine, increases the penalty to be imposed on Respondent to include:
 - A. That he be suspended without pay for the period commencing October 2, 2018, and ending on October 22, 2019;
 - B. That, prior to returning to active employment, he must execute the Last Chance Agreement attached hereto as Exhibit A; and

¹ The 90-day time period in which a final order must be rendered was waived by consent of the parties.

C. That, prior to returning to active employment, he must execute the Service Commitment Agreement attached hereto as Exhibit B.

3. Except as otherwise noted herein, THE SCHOOL BOARD adopts the Recommended Order in its entirety, which is incorporated herein by reference (see Recommended Order and Exceptions to the Recommended Order attached hereto as composite Exhibit "C").

DONE AND ORDERED in Fort Lauderdale, Broward County, Florida this 20th day of December 2019.

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
DONNA P. KORN, CHAIR

Filed in Official School Board Records the
20th day of December 2019.


Supervisor, Official School Board Records

Copies Furnished to:

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Robert F. McKee, P.A.
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ROBERT W. RUNCIE, Superintendent of Schools
Office of the Superintendent
The School Board of Broward County, Florida
600 Southeast Third Avenue - 10th Floor
Fort Lauderdale, Florida 33301

STATE OF FLORIDA, DIVISION OF
ADMINISTRATIVE HEARINGS
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060

APPEAL OF FINAL ORDER

Pursuant to Section 120.68, Florida Statutes, a party to this proceeding may seek judicial review of this Final Order in the appropriate district court of appeal by filing a notice of appeal with Noemi Gutierrez, Agency Clerk, Official School Board Records, The School Board of Broward County, Florida, 600 Southeast Third Avenue – 2nd Floor, Fort Lauderdale, Florida 33301, on or before thirty (30) days from the date of this Final Order. A copy of the notice and a copy of this Final Order, together with the appropriate filing fee, must also be filed with the Clerk, Fourth District Court of Appeal, 110 South Tamarind Avenue, West Palm Beach, Florida 33401. If you fail to file your notice of appeal within the time prescribed by laws and the rules of court, you will lose your right to appeal this Final Order.

fritz/allwork/agenda/2019/102219ssbm dudley/final order/final order

LAST CHANCE AGREEMENT AND GENERAL RELEASE

This Last Chance Agreement and General Release (“Agreement”) is entered into between **CRAIG DUDLEY (“DUDLEY”)** and The School Board of Broward County, Florida (“School Board”).

WHEREAS, on October 22, 2019, the School Board rendered a final order finding that **DUDLEY** engaged in the misconduct described in the findings of fact set forth in the Recommended Order entered on July 17, 2019, by the Honorable Cathy M. Sellars, Administrative Law Judge (ALJ) of the State of Florida Division of Administrative Hearings (collectively referred to as the “Misconduct”);

WHEREAS, in its final order, the School Board imposed a penalty against **DUDLEY** to include:

1. That he be suspended without pay for the period commencing October 2, 2018, and ending on October 22, 2019;
2. That, prior to returning to employment, he enter into a Last Chance Agreement in the form, and under the terms and conditions, commonly used by the School Board; and
3. That, prior to returning to employment, he enter into this Service Commitment Agreement under the terms and conditions set forth herein.

WHEREAS the School Board is willing to continue to employ **DUDLEY**, upon the condition that **DUDLEY** hereby acknowledges and agrees that this is his/her last chance and that any further serious misconduct will result in his/her termination.

NOW, THEREFORE, in consideration of all mutual promises contained herein, it is agreed between **DUDLEY** and the School Board as follows:

1. **DUDLEY** hereby acknowledges that he committed the Misconduct
2. **DUDLEY** agrees to disciplinary action being imposed in the following manner:
 - a) **DUDLEY** shall be suspended without pay for the period commencing October 2, 2018, and ending on October 22, 2019. No accrued leave may be used at this time. **DUDLEY** hereby consents to the foregoing

suspension without pay and waives any right to hearing or other procedures arising under the state or federal constitutions; any collective bargaining agreement; Fla. Stat. Ch. 120; School Board policies, rules or procedures; or otherwise relating to such disciplinary action.

- b) **DUDLEY** agrees that he/she will not, at any time, engage in any displays of inappropriate conduct or other unprofessional behavior. Such future displays, if found to have been engaged in, will be subject to discipline up to and including termination.
- c) **DUDLEY** agrees that he/she will be subjected to follow-up drug/alcohol tests for a period of two (2) years, which will commence upon his return to active employment. Not less than six (6) follow-up tests must be taken during each twelve (12) month period, with a maximum of fifteen (15) tests each twelve (12) month period during this agreement. All costs are to be borne by **DUDLEY**. These tests will be administered at the discretion of an administrator from the Risk Management Department. In addition to follow-up tests, **DUDLEY** will be subjected to testing at any time reasonable suspicion exists that he/she has been consuming drugs and or alcohol. Should the employee refuse any test, the employee will be terminated.
- d) This agreement will serve as **DUDLEY'S** last chance or final opportunity to continue employment in this school district. **DUDLEY** agrees and stipulates that any further misconduct of a similar nature by **DUDLEY** (e.g. violation of School Board Policy 2400) will result in the immediate termination of his/her employment with the School Board, without right of appeal, which shall include, but not be limited to, the waiver of his and his Union's right to grievance and/or arbitration of the termination, any rights of **DUDLEY** to a hearing or appeal pursuant to the Administrative Procedures Act, Ch. 120, Fla. Stat., or any action in law or equity to challenge the Board's termination of **DUDLEY**. Such waiver shall include the waiver of all rights to hearing or appeal relating to such termination, including, but not limited to, whether **DUDLEY** committed the misconduct in question; whether the misconduct warrants termination; whether the School Board followed its policies, procedures, rules and applicable collective bargaining agreement in imposing the termination; and whether the School Board in any way violated any such policies, procedures, rules or agreements in anyway related to such termination.

3. The parties and their attorneys/representatives agree that this is a fair and equitable resolution of this matter. This Agreement and the action taken herein will become a part of **DUDLEY'S** employment history with the School Board. This Agreement will become public record within 10 days from execution of this Agreement in accordance with Florida Law and Administrative Code.

4. **DUDLEY** does hereby release, acquit, satisfy, and forever discharge the School Board, including all current and former Board members, officers, employees, attorneys and agents, both in their representative and individual capacities, from any and all actions, causes of action, claims, charges, grievances, demands, damages, expenses or costs (including attorney's fees) of whatever nature, known or unknown, foreseen or unforeseen, whether in tort or contract, at law or at equity, or arising under or by virtue of any federal, state or local statute, ordinance, regulation, such as Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Florida Civil Rights Act, and the Broward County Code, for injuries, losses and damages of any and every kind, including but not limited to earnings, wages, damages to personal or professional reputation, emotional distress, pain, suffering, mental anguish, compensatory and punitive damages and employment benefits of every kind, injunctive relief, declaratory relief, and equitable relief of every kind, whether known or unknown, which have accrued or may ever accrue to their, executors, legal representatives, successors or assignees, from the date of employment to the date of execution of this Agreement.

5. This Release includes but is not limited to any and all claims arising under federal, state or local laws growing out of the School Board's right to investigate, suspend and terminate employees.

6. This Agreement shall be interpreted pursuant to the laws of Florida.

7. **DUDLEY** and the School Board agree that this Agreement constitutes their full and final understanding and Agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning all matters directly, indirectly or collaterally related to the subject matter of this Agreement. This Agreement may only be modified in writing signed by **DUDLEY** and an authorized representative of the School Board.

8. **DUDLEY** hereby acknowledges that he/she has carefully read and fully understands this Agreement consisting of four (4) pages and that he/she has had sufficient time to consider the

provisions of this Agreement, he/she has had an opportunity to ask questions about it, he/she understands it, he/she agrees to all of its provisions and has had the opportunity to consult with an attorney and/or representative prior to executing this Agreement. **DUDLEY** understands that by signing this Agreement, he/she agrees not to sue or bring any claim against the School Board or any other entity or person he/she has released from claims. **DUDLEY** has made this Agreement knowingly, voluntarily and without any duress. **DUDLEY** agrees not to challenge this Agreement.

9. The provisions of this Agreement are severable. This means that if any provision is invalid, it will not affect the validity of the other provisions.

The School Board of Broward County, Florida

By: _____

CRAIG DUDLEY

Date

Date

SWORN AND SUBSCRIBED

before me this ___ day of _____
2018.

Notary Public, Florida
Personally known _____
Produced the following identification:

My commission expires:

SERVICE COMMITMENT AGREEMENT

This Service Commitment Agreement (“Agreement”) is entered into between **CRAIG DUDLEY** (“**DUDLEY**”) and The School Board of Broward County, Florida (“School Board”).

WHEREAS, on October 22, 2019, the School Board rendered a final order finding that **DUDLEY** engaged in the misconduct described in the findings of fact set forth in the Recommended Order entered on July 17, 2019, by the Honorable Cathy M. Sellars, Administrative Law Judge (ALJ) of the State of Florida Division of Administrative Hearings;

WHEREAS, in its final order, the School Board imposed a penalty against **DUDLEY** to include:

1. That he be suspended without pay for the period commencing October 2, 2018, and ending on October 22, 2019;
2. That, prior to returning to employment, he enter into a Last Chance Agreement in the form, and under the terms and conditions, commonly used by the School Board; and
3. That, prior to returning to employment, he enter into this Service Commitment Agreement under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of all mutual promises contained herein, it is agreed between **DUDLEY** and the School Board as follows:

1. For a period of two (2) years, which will commence upon his return to active employment, **DUDLEY** shall volunteer to speak, participate, and lead (if requested) drug and alcohol abuse prevention meetings, events and programs for minors and adults (collectively referred to as “Programs”). While participating in the Programs, **DUDLEY** shall share his personal experiences to increase awareness of the dangers and implications of drugs, alcohol, and other illegal substances.

2. The Programs and associated activities shall be identified by the School Board’s School Climate and Discipline Department; and **DUDLEY**’s participation in any activities or Programs during **DUDLEY**’s regular workday shall require approval of **DUDLEY**’s Principal or other supervisor. **DUDLEY** acknowledges that most, if not all, of the Programs or activities in

which he will participate will occur outside of his regular work hours, and that he shall fulfill his obligations under this Agreement without pay.

3. **DUDLEY** agrees that he/she will not, at any time, engage in any displays of inappropriate conduct or other unprofessional behavior while performing services under this Agreement. Violation of this section by **DUDLEY** will subject him to discipline, up to and including termination.

4. **DUDLEY** and the School Board agree that this Agreement constitutes their full and final understanding and Agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning all matters directly, indirectly or collaterally related to the subject matter of this Agreement. This Agreement may only be modified in writing signed by **DUDLEY** and an authorized representative of the School Board.

5. **DUDLEY** hereby acknowledges that he/she has carefully read and fully understands this Agreement and that he/she has had sufficient time to consider the provisions of this Agreement, he/she has had an opportunity to ask questions about it, he/she understands it, he/she agrees to all of its provisions and has had the opportunity to consult with an attorney and/or representative prior to executing this Agreement. **DUDLEY** has made this Agreement knowingly, voluntarily and without any duress. **DUDLEY** agrees not to challenge this Agreement.

6. The provisions of this Agreement are severable. This means that if any provision is invalid, it will not affect the validity of the other provisions.

The School Board of Broward County, Florida

By: _____

CRAIG DUDLEY

Date

Date

SWORN AND SUBSCRIBED

before me this ____ day of _____
2018.

Notary Public, Florida

Personally known _____

Produced the following identification:

My commission expires: