

Office of School Board Attorney
Johnny Brown, Board Attorney

**SUBJECT: APPROVAL OF SETTLEMENT AGREEMENT
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA v.
SANTO J. DUNN - DOAH CASE NO. 02-0665**

At its regularly scheduled meeting of February 13, 2002, the School Board took action to dismiss Santo J. Dunn from his position as teacher due to his violation of policies and rules regarding immorality, misconduct in office and violation of School Board Rules 6Gx13-4-1.09- *Employee-Student Relationships* and 6Gx13-4A-1.21- *Responsibilities and Duties*. The employee timely requested a hearing on the matter.

The parties have reached a settlement agreement pending School Board approval. The terms of the settlement agreement, forwarded under separate cover, include the following:

- 1) The employee, in lieu of termination, will resign from all employment with the School Board effective February 13, 2002;
- 2) The School Board will pay the employee for 5 days of his accrued sick leave at the daily rate as defined in Article XIV, Section 17(D) of the UTD Labor Contract;
- 3) The employee will forfeit any remaining leave balances which may have accrued during his employment with the School Board; and
- 4) The employee will release, acquit, and forever discharge the School Board from any and all claims which may arise from the facts that form the basis for this action.

This office recommends that the settlement agreement be accepted in its entirety. Administration concurs with this recommendation. Acceptance and approval of the settlement agreement will obviate the need for further litigation by the School Board.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, accept and approve the settlement agreement between The School Board of Miami-Dade County, Florida and Santo J. Dunn to resolve in its entirety the case of The School Board of Miami-Dade County, Florida v. Santo J. Dunn, DOAH Case No. 02-0665.