

Office of School Board Attorney
Walter J. Harvey, School Board Attorney

SUBJECT: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA v. JELEAN L. WEARY, DOAH Case No. 13-3417

On September 3, 2013, the School Board to action to suspend Respondent, Jelean L. Weary, an Infant and Toddler Center Assistant with the school district, without pay and initiate dismissal proceedings against Respondent for just cause, including, but not limited to, misconduct in office and violation of School Board Policies 3210 - *Standards of Ethical Conduct* and 3210.0 - *Code of Ethics*.

After the Respondent timely requested a hearing, but prior to the evidentiary hearing before the Division of Administrative Hearings took place, Respondent agreed to the imposition of the penalties requested by the School Board, which are set forth in a tentative proposed Settlement Agreement, submitted to the Board under separate cover. The essential terms of the Settlement Agreement are as follows:

Respondent shall be reinstated to her position as an Infant and Toddler Center Assistant with the Miami-Dade County Public Schools, effective as of March 13, 2014. Respondent's suspension from employment from September 3, 2013 through March 12, 2014, shall constitute a suspension for time-served, and Respondent shall receive no compensation or back-pay for the period of her suspension from employment.

Upon consultation with administration, it is recommended that the proposed Agreement be accepted as achieving the objective sought by the School Board in this case. Acceptance of the agreement, forwarded under separate cover to the Board, is in the School Board's best interests, and will obviate the need for further legal actions by the School Board.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, approve the proposed Settlement Agreement in the case of The School Board of Miami-Dade County, Florida v. Jelean L. Weary, DOAH Case No. 13-3417, suspending Respondent, without back-pay, for the period of her suspension, which she has already served, and reinstating her to her position as an Infant and Toddler Center Assistant with the School Board, as specified in the Settlement Agreement.