

Office of Superintendent of Schools  
Board Meeting of September 3, 2014

August 20, 2014

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

**SUBJECT: SETTLEMENT AGREEMENT: THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA v. ELVIA HERNANDEZ - DOAH CASE NO. 14-0687TTS**

On February 12, 2014, the School Board took action to suspend Elvia Hernandez ("Respondent") without pay and initiate dismissal proceedings against her for just cause, including, but not limited to: misconduct in office; violation of School Board Policy 3210, Standards of Ethical Conduct; violation of School Board Policy 3210.01, Code of Ethics; and violation of School Board Policy 5630, Corporal Punishment and Use of Reasonable Force. Respondent timely requested an administrative hearing, which was held on May 2, 2014, before Administrative Law Judge, Robert E. Meale, of the Division of Administrative Hearings ("DOAH").

The Administrative Law Judge issued his Recommended Order on July 29, 2014, finding that just cause did not exist for Respondent's suspension and termination from employment. Consequently, the ALJ recommended that Respondent be reinstated to her teaching position and be awarded back pay.

Exceptions to the Recommended Order were timely filed on behalf of the Superintendent. The Exceptions sought to have portions of the ALJ's Recommended Order rejected and to have Respondent dismissed from further employment with the School Board. After the Exceptions were filed the parties were able to reach an amicable resolution to this matter.

The parties have now reached a tentative Settlement Agreement which will obviate the need for any further legal action by the School Board in this case. The essential terms of the Settlement Agreement (provided to the Board under separate cover) are as follows:

The Respondent shall be reinstated to her position as a teacher with the Miami-Dade County Public Schools, effective as of September 4, 2014. Respondent's suspension from employment from February 12, 2014 through September 3, 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.

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Upon consultation with administration, it is recommended that the proposed Settlement Agreement be accepted as achieving the objective sought by the School Board in this case. Acceptance of the Settlement Agreement is in the School Board's best interests and will obviate the need for further legal action 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. Elvia Hernandez, DOAH Case No. 14-0687, suspending Respondent, without pay, for the period of her suspension, which she already served, and reinstating her to her position as a teacher with the School Board, as specified in the Settlement Agreement.