

Enid Weisman, Chief Human Capital Officer
Office of Human Capital Management

SUBJECT: APPROVAL OF SETTLEMENT AGREEMENT

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA,
AND CHRISTOPHER BROWN and THE AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME), LOCAL 1184 – FMCS CASE No.
140502-55721-3**

**LINK TO STRATEGIC
FRAMEWORK: SCHOOL/DISTRICT LEADERSHIP**

On April 9, 2014, the School Board took action to suspend Grievant, Christopher Brown, a Lead Custodian with the School District, for fifteen (15) calendar days, for just cause including but not limited to, violation of School Board Policies 4210, Standards of Ethical Conduct and 4210.01, Code of Ethics. This action was taken in accordance with §§1001.32(2), 1012.22(1)(f), and 447.209 Florida Statutes, and Articles II and XI of the Contract between Miami-Dade County Public Schools and AFSCME.

After the Grievant timely requested a hearing appealing the Board's action but prior to the arbitration hearing, Grievant agreed to a modification of the discipline as set forth in a tentative Settlement Agreement. The essential terms of the Settlement Agreement are as follows: Grievant shall be suspended for seven (7) calendar days, and Grievant shall reimburse the District for sixteen (16) hours of time and withdraw the appeal.

This office, and the Office of Professional Standards, is in agreement with the proposed Settlement Agreement. 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, 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. Christopher Brown, FMCS Case No. 140502-55721-3 suspending Grievant without pay for seven (7) calendar days plus requiring Grievant to reimburse the District for sixteen (16) hours, under the conditions specified in the Settlement Agreement.