

JANE DOE,

Plaintiff,

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT, IN AND
FOR MIAMI -DADE COUNTY, FLORIDA.

vs.

CASE NO.

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA, MIAMI SHORES
VILLAGE CHARTER SCHOOL dba
DOCTORS CHARTER and JOSE GLEN
RODRIGUEZ-VASQUEZ,

Defendants.

COMPLAINT

Plaintiff, JANE DOE¹, by and through the undersigned counsel sues the Defendants, THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, (hereinafter referred to as “THE SCHOOL BOARD”) MIAMI SHORES VILLAGE CHARTER SCHOOL dba DOCTORS CHARTER, and JOSE GLEN RODRIGUEZ-VASQUEZ (hereinafter referred to as “RODRIGUEZ-VASQUEZ”) and alleges:

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

1. This is an action for damages that exceed fifty thousand dollars (\$50,000.00) and for other relief within the jurisdiction of this Court.
2. At all times material hereto, the Plaintiff, JANE DOE was a resident of Miami-Dade County, Florida.
3. At all times material hereto, the Plaintiff, JANE DOE was a minor child who attended MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER in Miami-Dade County, Florida.

¹ Plaintiff is being identified by JANE DOE only, because, as the victim of a sexual battery, her identity is protected from public disclosure under Florida law. Defendant is aware of JANE DOE’s full name.

4. At all times material hereto, THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA has its place of business in Miami-Dade County, Florida.

5. MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER is a school in THE SCHOOL BOARD OF MIAMI DADE COUNTY, FLORIDA's school system and is operated by a thirteen-member Board of Directors and THE SCHOOL BOARD OF MIAMI DADE COUNTY, FLORIDA.

6. THE SCHOOL BOARD exercises control over MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER and is in charge of its operations, staffing, hiring, discipline, creating and enforcing policies, school safety, screening new employees, and ensuring that its staff is not sexually abusing its students. Defendant's responsibilities include, but are not limited to, hiring, firing, supervising, transferring, suspending, disciplining, and directing the work of public-school personnel (including RODRIGUEZ-VASQUEZ), and collaborating with the Superintendent and the Principals of the School District regarding same.

7. MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER, acting through its officials, administrators, employees, agents, and representatives manages, operates, controls, and supervises MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER and its employees, including RODRIGUEZ-VASQUEZ. Defendant's responsibilities include, but are not limited to, hiring, firing, supervising, transferring, suspending, disciplining, and directing the work of public-school personnel (including RODRIGUEZ-VASQUEZ), and collaborating with the Superintendent and the Principals of the School District regarding same. This Defendant is also responsible for creating and enforcing policies and procedures to keep children, like JANE DOE, safe and from keeping

teachers, like RODRIGUEZ-VASQUEZ, from preying on them.

8. In addition, MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER has adopted rules and regulations for the Miami-Dade County School District, such as the School Board Rules of Miami Dade County, Florida. THE SCHOOL BOARD has also created policies, procedures and bylaws that all of its schools are required to follow. All Defendants are responsible for enforcing and ensuring compliance with Federal and Florida law and its own rules, regulations, policies, and procedures, including those related to sexual discrimination and abuse against students by teachers. Further, the Defendants are all mandatory reporters, and they have a responsibility to report, investigate, and take action when they knew or should have known that a child was being sexually abused.

9. Each charter school in the School District has an Executive Director, Principal and a Board of Trustees, who are the administrative and supervisory heads of each school. Among other things, the Executive Director, Principal (as well as each school's teachers), and Board of Trustees are responsible for enforcing and ensuring compliance with Federal and Florida law and the School Board's rules, regulations, policies, and procedures, including those related to sexual discrimination against students by teachers. The Executive Director, Principal and Board of Trustees are also involved in the hiring, firing, transferring, and disciplining of staff, teachers, and other employees at their school. At all times material, the Executive Director of MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER was Dr. Sherrell Hobbs.

10. The School Resource Officer assigned to MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER - Miami Dade County Schools Police Department (the "Schools Police") is a law enforcement agency for Miami Dade County serving the School District

and employed by Defendant(s). The Schools Police and its officers, agents, employees, and representatives are the guardians of a safe learning environment for students, staff, and employees of the School District. Among other things, the Schools Police is responsible for enforcing and ensuring compliance with federal and Florida law and the School Board's rules, regulations, policies, and procedures, including those related to sexual discrimination against students by teachers.

11. At all relevant times, each agent, employee, representative, official, administrator, and teacher of Defendant, including its members, the Superintendent, the Principals, the Assistant Principals, the teachers, and the Schools Police, was the authorized agent of the other and of MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER and THE SCHOOL BOARD and each was acting within the course, scope, and authority of such agency with the Defendant entities. This includes RODRIGUEZ-VASQUEZ. Additionally, each of the foregoing individuals and entities, authorized, ratified, or affirmed each act or omission of any other of the foregoing individuals or entities.

12. The Defendant, THE SCHOOL BOARD, is suable as an entity pursuant to Florida Statutes §1001.32(2) and §1001.41. Pursuant to Florida Statutes §1001.42, THE SCHOOL BOARD is charged with operation of public schools within its respective county.

13. Upon information and belief, Defendant RODRIGUEZ-VASQUEZ was at all times material a resident of Miami Dade County, Florida.

14. At all times material hereto, RODRIGUEZ-VASQUEZ was employed by THE SCHOOL BOARD and MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER. JOSE GLEN RODRIGUEZ-VASQUEZ was a teacher at MIAMI SHORES

VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER and, in that role, he had access to and control over JANE DOE. Additionally, he was responsible for supervising and taking appropriate actions to protect JANE DOE.

15. Venue is proper in Miami-Dade County, Florida, because the conduct from which the claim arises occurred in Miami-Dade County. Additionally, all parties were residents of Miami-Dade County, Florida.

16. On April 11, 2024, JANE DOE provided written notice of her claim, via certified mail, and pursuant to section §768.28 of the Florida Statutes, to THE SCHOOL BOARD, MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER, Florida Department of Education, and State of Florida Department of Financial Services. Copies of the letters and green cards are attached as “Composite Exhibit A.” The Department of Financial Services or the appropriate agency failed to make final disposition of the claim within 6 months, which is deemed a final denial of the claim. Upon information and belief, all conditions precedent have been complied with or waived.

FACTS GIVING RISE TO THE CLAIM

17. At all times material, Plaintiff, JANE DOE, whose date of birth is April 28, 2006, was a minor enrolled student at Miami Shores Village Charter School dba Doctors Charter.

18. At all times material, JANE DOE was a registered charter school student attending Miami Shores Village Charter School dba Doctors Charter, one of the tuition free charter schools in Miami Dade County, Florida, under the supervision and control of THE SCHOOL BOARD.

19. THE SCHOOL BOARD employed RODRIGUEZ-VASQUEZ as a substitute teacher then he was hired as an Athletic Director at Miami Shores Village Charter School dba

Doctors Charter until his arrest on December 1, 2023.

20. RODRIGUEZ-VASQUEZ was employed as a teacher with THE SCHOOL BOARD since at least 2020 until the time of his arrest in 2023.

21. At all times material, RODRIGUEZ-VASQUEZ was acting under the color of state law and acting with authority possessed by virtue of his employment as a teacher at THE SCHOOL BOARD and pursuant to the power that he possessed by and through his employment at THE SCHOOL BOARD. Through his official duties as an employee of THE SCHOOL BOARD, RODRIGUEZ-VASQUEZ met, groomed, sexually assaulted, harassed and victimized JANE DOE—a minor under his supervision and control. RODRIGUEZ-VASQUEZ used his authority to harass, control, sexually abuse, and manipulate JANE DOE at Miami Shores Village Charter School dba Doctors Charter and beyond. Many of these sex acts occurred at the school in question during normal business hours when neither the Defendant teacher and/or JANE DOE were being properly supervised.

22. While employed at MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER, RODRIGUEZ-VASQUEZ was directed by THE SCHOOL BOARD to supervise and teach minor children. Consequently, RODRIGUEZ-VASQUEZ met student, JANE DOE, when she was only fifteen (15) years old. RODRIGUEZ-VASQUEZ was the athletic director of the physical education department, including the swimming team, which JANE DOE was a member. JANE DOE was under his direct supervision and control. RODRIGUEZ-VASQUEZ was assisted in accomplishing his sexual abuse/assault of JANE DOE by the existence of his employee/employer relationship with THE SCHOOL BOARD and MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER.

23. Beginning in JANE DOE's sophomore school year, RODRIGUEZ-VASQUEZ allowed her to "hang out" alone in his office/classroom during her classes and at lunch. RODRIGUEZ-VASQUEZ would purchase food for JANE DOE, other female students and himself to eat during lunch. Many times, she would be in the classroom alone with RODRIGUEZ-VASQUEZ in direct violation of school policy and with the knowledge of schoolteachers and administrators. Further, RODRIGUEZ-VASQUEZ encouraged JANE DOE to hang out in his office/classroom during school, which she did multiple days a week. It was during these times that RODRIGUEZ-VASQUEZ would frequently ask questions to JANE DOE about her sexual experiences. Other teachers and administrators would frequently walk in and see JANE DOE alone with RODRIGUEZ-VASQUEZ in his office/classroom, yet, no-one ever intervened or questioned why RODRIGUEZ-VASQUEZ was frequently alone with a child that was not in his class. Instead of investigating why the child was constantly alone with the Defendant the other teachers and administrators decided to stick their heads in the sand despite there being no legitimate reason for JANE DOE to be in his office/classroom.

24. RODRIGUEZ-VASQUEZ was permitted to bring underage female students, including JANE DOE, to his classroom throughout the school day. These students were often left alone with RODRIGUEZ-VASQUEZ. RODRIGUEZ-VASQUEZ had been reprimanded on multiple occasions for having his office door shut, yet his behavior with underage female students was allowed to continue. He would also cover a surveillance camera in the vicinity of his office, especially when he was with JANE DOE. The school administration caught the Defendant covering the camera, but never took appropriate action to investigate why he was covering the camera, what he was trying to hide, and/or never took reasonable action to protect JANE DOE.

25. During her junior year, JANE DOE continued to skip classes to spend time alone with the Defendant in his classroom. The other teachers and administrators were aware and would often see the two of them together in his office. Although RODRIGUEZ-VASQUEZ was never one of JANE DOE's teachers, JANE DOE was observed going into RODRIGUEZ-VASQUEZ's office/classroom every day. This type of student-teacher relationship should have been highly alarming to every teacher and/or administrator who came into contact with them.

26. RODRIGUEZ-VASQUEZ was permitted to bring underage female students, including JANE DOE, to his classroom throughout the school day. These students were often left alone with RODRIGUEZ-VASQUEZ with the door shut for long periods of time in direct violation of the Defendant's policy.

27. The Executive Director, Sherrell Hobbs, Principal Danielle Guski, school administrators, and School Police were all responsible for supervising the surveillance cameras on the school property and on October 13, 2023, Executive Director, Sherrell Hobbs, noticed that RODRIGUEZ-VASQUEZ had a poster covering the school's surveillance camera located inside his office. It is unknown how long this poster had been covering the school's surveillance camera.

28. Multiple teachers, including physical education teacher, Randal Morales saw JANE DOE in RODRIGUEZ-VASQUEZ's office/classroom alone on several occasions. These administrators knew that RODRIGUEZ-VASQUEZ was allowing JANE DOE into his classroom during school hours without any legitimate reason and in direct violation of school policy. Instead of intervening, investigating and ensuring that JANE DOE was safe, THE SCHOOL BOARD, MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER and its administrators took no action and, instead, turned a blind eye and allowed RODRIGUEZ-

VASQUEZ to continue to allow JANE DOE to be under the sole supervision of her abuser. They never even bothered to check with or tell the child's parents. There was never any follow up, notification to her parents and/or discipline for RODRIGUEZ-VASQUEZ's flagrant violation of school rules. Executive Director Hobbs also knew that RODRIGUEZ-VASQUEZ covered the school surveillance camera in his office with a poster and frequently had his office door shut months prior to his arrest. Additionally, teachers were aware that RODRIGUEZ-VASQUEZ was liking every post on JANE DOE's Instagram. The Defendants condoned and ratified RODRIGUEZ-VASQUEZ's actions, including his violation of school rules and policies, standing by silently and failing to take any meaningful action to investigate and/or protect JANE DOE.

29. By December of 2022, RODRIGUEZ-VASQUEZ had begun sexually assaulting the child, including penetrating her vagina and oral intercourse on school property. Upon information and belief, the sexual assaults began in December 2022 and continued through November 2023. RODRIGUEZ-VASQUEZ would tell JANE DOE to meet him in various locations within the school that he knew had no surveillance cameras and it was during those meetups that RODRIGUEZ-VASQUEZ began sexually assaulting the child on school property. Additionally, he would sexually assault her in his classroom/office by touching her when no other students were around. RODRIGUEZ-VASQUEZ would have JANE DOE come to his classroom/office each day where RODRIGUEZ-VASQUEZ would engage in sexual conversations with the child, ask her to sit facing him and look at her underwear. He encouraged her to send inappropriate photographs to him during school hours. RODRIGUEZ-VASQUEZ told JANE DOE that she could never tell anyone about their relationship because he would go to jail, his family would hate him, and he would lose his job. Further, he frequently tells JANE DOE to

delete and destroy their text messages to protect him and ensure that he does not get in trouble.

30. RODRIGUEZ-VASQUEZ would send text messages to JANE DOE while she was at school, tell her that her clothes were distracting and talk about the sex acts that he wanted to commit. They would frequently communicate while JANE DOE was in school. RODRIGUEZ-VASQUEZ would instruct JANE DOE to come to his classroom and to skip other classes to be with him—which she did. RODRIGUEZ-VASQUEZ also told her to take nude photos of herself in specific sexual positions and send them to him. At RODRIGUEZ-VASQUEZ’s request and to please RODRIGUEZ-VASQUEZ, JANE DOE would send RODRIGUEZ-VASQUEZ naked photos of herself while at school and during school hours. In an effort to make RODRIGUEZ-VASQUEZ happy, JANE DOE would dress in certain clothes that RODRIGUEZ-VASQUEZ told her he liked.

31. Plaintiff, JANE DOE, was given certain favors by Defendant, RODRIGUEZ-VASQUEZ, such as being allowed to skip classes and to remain in his classroom with RODRIGUEZ-VASQUEZ unsupervised for extended periods of time. The school and teachers failed to investigate JANE DOE’s frequent absences or take action to figure out what she was doing in the Defendant’s office during class time.

32. The sexual misconduct of RODRIGUEZ-VASQUEZ with JANE DOE originated as a result of the relationship between them while RODRIGUEZ-VASQUEZ was a teacher at MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER and while he was employed by THE SCHOOL BOARD and MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER. RODRIGUEZ-VASQUEZ took advantage of his position, authority and control over the student. The Defendant repeatedly violated school policies

with JANE DOE involving communicating on social media, being alone with students, communicating via cell phone, permitting students to skip class, and others.

33. THE SCHOOL BOARD, its administrators and employees had multiple opportunities to investigate, prevent and report this abuse and all are mandatory reporters. Despite other teachers and administrators seeing RODRIGUEZ-VASQUEZ alone with the child during inappropriate times, it wasn't until school police noticed JANE DOE skipping class, eleven months AFTER the abuse began, that the relationship that the school investigated and, even then, they did not take any serious action. The Defendants and their employees knew that RODRIGUEZ-VASQUEZ was unusually close to the child and acting in a highly inappropriate manner towards her, but they failed to take action to investigate and/or protect the child. As a direct result, she was sexually abused, sexually harassed, manipulated, and injured both physically and mentally.

INVESTIGATION

34. On Thursday, November 9, 2023, at approximately 1315 hours, a Doctors Charter School Police Officer was monitoring the school's surveillance system when he observed JANE DOE sitting inside Defendant RODRIGUEZ-VASQUEZ' office for approximately 20-30 minutes.

35. On Monday, November 13, 2023, at approximately 0949 hours, JANE DOE was again observed by the Officer inside Defendant, RODRIGUEZ-VASQUEZ' office. The Officer requested JANE DOE's school schedule, at which time he discovered that JANE DOE had no physical education classes and was skipping class.

36. Subsequently, the School Police conducted a playback of the school's surveillance cameras in search for any other days when JANE DOE was inside RODRIGUEZ-VASQUEZ' office/classroom. The playback only allowed the School Police to go back to October 31, 2023.

37. On November 15, 2023, Executive Director Hobbs, School Police and two anonymous school staff members had a meeting to discuss JANE DOE and RODRIGUEZ-VASQUEZ.

38. On November 30, 2023, JANE DOE was interviewed by school police and admitted to multiple inappropriate sexual conversations between her and RODRIGUEZ-VASQUEZ. She admitted that while in the corner of his classroom/office he stated to her “I wish I could kiss you right now” and other sexual comments. The officer asked if she communicated with RODRIGUEZ-VASQUEZ via cell phone/text and she initially said “no.” After being pressed by the officer, however, she admitted that she did talk and text with RODRIGUEZ-VASQUEZ. She apologized to the officer for initially being untruthful and said she was scared and did not want to lose RODRIGUEZ-VASQUEZ as her “friend” and “mentor.”

39. On December 1, 2023, after being dismissed from MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER, Miami Shores Police Department conducted a traffic stop where RODRIGUEZ-VASQUEZ was then placed under arrest. RODRIGUEZ-VASQUEZ has denied having sex with JANE DOE.

40. Subsequently, various students and teachers were interviewed and gave written statements that they were aware of RODRIGUEZ-VASQUEZ being inappropriate towards female students, including, JANE DOE. One teacher wrote “I would notice ‘JANE DOE’ going into Mr. Rodriguez class every day during every period and this seemed suspicious to me...it did not seem like it was normal and I guess I wasn’t wrong.” This teacher was clearly aware of an inappropriate relationship between RODRIGUEZ-VASQUEZ and JANE DOE, was a mandatory reporter, knew JANE DOE and RODRIGUEZ-VASQUEZ were involved in an inappropriate relationship, yet

this teacher—and others—repeatedly failed to report RODRIGUEZ-VASQUEZ’s highly alarming conduct and suspicious relationship with the child. Had they done so, RODRIGUEZ-VASQUEZ would not have had an opportunity to victimize and sexually assault JANE DOE and/or it would not have happened as long as it did.

41. On October 13, 2023, Executive Director Sherrell Hobbs noticed that RODRIGUEZ-VASQUEZ had a poster covering the surveillance camera in his office/classroom. There is no evidence any further investigation was done as to why RODRIGUEZ-VASQUEZ would have placed a poster over the camera.

42. In reviewing the data on JANE DOE’s phone, law enforcement revealed an incoming and outgoing phone call from WhatsApp between RODRIGUEZ-VASQUEZ and JANE DOE.

43. Law enforcement arrested RODRIGUEZ-VASQUEZ for unlawful sexual activity with a minor by an authority figure on December 1, 2023. He is awaiting trial.

44. THE SCHOOL BOARD and MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER knew or should have known that RODRIGUEZ-VASQUEZ was not fit for service as a high school teacher and that he never should have been permitted to be around minor students. RODRIGUEZ-VASQUEZ had a clear and undeniable history of abusing his position of power to victimize children and to engage in highly inappropriate relationships with children. Despite knowing that and/or having that information easily available to it, THE SCHOOL BOARD continued to employ RODRIGUEZ-VASQUEZ and permitted him to be unsupervised around children, including JANE DOE.

45. To make matters worse, JANE DOE was bullied, harassed and tormented by other

children at MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER after RODRIGUEZ-VASQUEZ was investigated and arrested to the point where she had to switch schools for her Senior year.

46. As a result of the Defendants' actions, JANE DOE was sexually assaulted and suffered serious and permanent injuries. JANE DOE has suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, severe emotional distress, embarrassment, humiliation, loss of capacity of the enjoyment of life, aggravation of pre-existing conditions, medical care and treatment, loss of earnings, and loss of ability to earn money. The losses are permanent and/or continuing and Plaintiff will continue to suffer losses in the future. Plaintiff hereby demands a trial by jury.

COUNT I – NEGLIGENCE TRAINING, SUPERVISION AND RETENTION
(THE SCHOOL BOARD)

47. Plaintiff realleges and incorporates the allegations contained in paragraphs 1 through 46 above, as if fully stated herein, and further alleges:

48. Defendant, THE SCHOOL BOARD, owed a legal duty to retain as employees only those fit for service, to supervise employees, and to provide necessary and appropriate discipline, training, and retraining.

49. It was unreasonable for THE SCHOOL BOARD to retain the Defendant in light of what it should have known and/or learned through a proper investigation.

50. During the course of RODRIGUEZ-VASQUEZ's employment, THE SCHOOL BOARD became aware or should have become aware of problems with RODRIGUEZ-VASQUEZ that indicated his unfitness for service and/or the need for discipline and training. THE SCHOOL

BOARD had both actual and constructive notice of RODRIGUEZ-VASQUEZ'S previous and current conduct, including the inappropriate relationships with students. Additionally, RODRIGUEZ-VASQUEZ used THE SCHOOL BOARD's campus to victimize children, including JANE DOE, and commit sex acts on children.

51. THE SCHOOL BOARD breached its duty by failing to take the necessary action to prevent RODRIGUEZ-VASQUEZ from victimizing and injuring the Plaintiff. Despite its knowledge of RODRIGUEZ-VASQUEZ's actions, THE SCHOOL BOARD continued to employ RODRIGUEZ-VASQUEZ as a teacher, which put him in a position of authority over Plaintiff and permitted RODRIGUEZ-VASQUEZ to have unsupervised, one-on-one contact with female students, including, but not limited to, the Plaintiff.

52. At all times material, THE SCHOOL BOARD is responsible for maintaining and ensuring the safety of the premises at MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER and ensuring that its students are not victimized by teachers that it employs.

53. THE SCHOOL BOARD has a duty to supervise its employees and students and to protect its students from abuse by employees.

54. THE SCHOOL BOARD knew or should have known of RODRIGUEZ-VASQUEZ's history of victimizing students, inappropriate behavior towards students (including JANE DOE) and his unfitness for the job.

55. THE SCHOOL BOARD breached its duty to supervise its teachers and protect JANE DOE from abuse by failing to properly investigate and supervise its employees and preventing the abuse from occurring.

56. The type of harm inflicted on JANE DOE was reasonably foreseeable to occur, based on the abundance of unsupervised time that RODRIGUEZ-VASQUEZ was allowed to spend in an isolated environment with individual students, his past actions and his inappropriate contact with minor students. Further, the teachers and administration were aware that he was communicating with the child in violation of school policy via text and social media and that he was taking suspicious measures to ensure that his time with JANE DOE was private—including shutting the door and covering the camera in his office. It was during these times that the Defendant sexually assaulted JANE DOE.

57. The conduct described above constitutes negligence by THE SCHOOL BOARD, for its failure to supervise Defendant, RODRIGUEZ-VASQUEZ, and its failure to protect Plaintiff, JANE DOE from abuse by RODRIGUEZ-VASQUEZ in his official capacity as a teacher.

58. Because of THE SCHOOL BOARD's negligent supervision, training, retention, the Plaintiff has sustained permanent damages for which compensation is required, including being sexually assaulted on numerous occasions.

59. The DEFENDANT also had a duty to provide appropriate training to RODRIGUEZ-VASQUEZ, other teacher, administrations, and students (including JANE DOE), regarding the signs of grooming/predatory behavior, signs of sexual abuse, mandatory reporting requirements, how/when to report, and other appropriate actions to take to keep students like JANE DOE safe. The DEFENDANT failed to provide this training and, as a direct result, JANE DOE was injured.

60. Plaintiff, JANE DOE fell within the zone of foreseeable risk created by

RODRIGUEZ-VASQUEZ's continued employment.

61. As a direct result of THE SCHOOL BOARD's negligence, JANE DOE was subjected to serious and permanent injuries. JANE DOE has suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, embarrassment, humiliation, loss of capacity of the enjoyment of life, aggravation of pre-existing conditions, medical care and treatment, loss of earnings, and loss of ability to earn money. The losses are permanent and/or continuing and Plaintiff will continue to suffer losses in the future.

WHEREFORE, Plaintiff, JANE DOE, demands judgment against the Defendant, THE SCHOOL BOARD OF PALM BEACH COUNTY for damages exceeding \$50,000.00, exclusive of interest and costs, demands taxable costs, and further demands trial by jury on all issues so triable.

COUNT II – NEGLIGENCE TRAINING, SUPERVISION AND RETENTION
(MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER)

62. Plaintiff realleges and incorporates the allegations contained in paragraphs 1 through 46 above, as if fully stated herein, and further alleges:

63. Defendant, MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER, owed a legal duty to retain as employees only those fit for service, to supervise employees, and to provide necessary and appropriate discipline, training, and retraining.

64. It was unreasonable for MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER to retain the Defendant in light of what it should have known and/or learned through a proper investigation.

65. During the course of RODRIGUEZ-VASQUEZ's employment, MIAMI SHORES

VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER became aware or should have become aware of problems with RODRIGUEZ-VASQUEZ that indicated his unfitness for service and/or the need for discipline and training. MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER had both actual and constructive notice of RODRIGUEZ-VASQUEZ'S previous and current conduct, including the inappropriate relationships with students. Additionally, RODRIGUEZ-VASQUEZ used MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER's campus to victimize children, including JANE DOE, and commit sex acts on children.

66. MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER breached its duty by failing to take the necessary action to prevent RODRIGUEZ-VASQUEZ from victimizing and injuring the Plaintiff. Despite its knowledge of RODRIGUEZ-VASQUEZ's actions, MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER continued to employ RODRIGUEZ-VASQUEZ as a teacher, which put him in a position of authority over Plaintiff and permitted RODRIGUEZ-VASQUEZ to have unsupervised, one-on-one contact with female students, including, but not limited to, the Plaintiff.

67. At all times material, MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER is responsible for maintaining and ensuring the safety of the premises at MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER and ensuring that its students are not victimized by teachers that it employs.

68. MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER has a duty to supervise its employees and students and to protect its students from abuse by employees.

69. The DEFENDANT also had a duty to provide appropriate training to RODRIGUEZ-VASQUEZ, other teacher, administrations, and students (including JANE DOE), regarding the signs of grooming/predatory behavior, signs of sexual abuse, mandatory reporting requirements, how/when to report, and other appropriate actions to take to keep students like JANE DOE safe. The DEFENDANT failed to provide this training and, as a direct result, JANE DOE was injured.

70. MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER knew or should have known of RODRIGUEZ-VASQUEZ's history of victimizing students, inappropriate behavior towards students (including JANE DOE) and his unfitness for the job.

71. MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER breached its duty to supervise its teachers and protect JANE DOE from abuse by failing to properly investigate and supervise its employees and preventing the abuse from occurring.

72. The type of harm inflicted on JANE DOE was reasonably foreseeable to occur, based on the abundance of unsupervised time that RODRIGUEZ-VASQUEZ was allowed to spend in an isolated environment with individual students, his past actions and his inappropriate contact with minor students. Further, the teachers and administration were aware that he was communicating with the child in violation of school policy via text and social media and that he was taking suspicious measures to ensure that his time with JANE DOE was private—including shutting the door and covering the camera in his office. It was during these times that that the Defendant sexually assaulted JANE DOE.

73. The conduct described above constitutes negligence by MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER, for its failure to supervise

Defendant, RODRIGUEZ-VASQUEZ, and its failure to protect Plaintiff, JANE DOE from abuse by RODRIGUEZ-VASQUEZ in his official capacity as a teacher.

74. Because of MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER's negligent supervision, retention, and training, the Plaintiff has sustained permanent damages for which compensation is required, including being sexually assaulted on numerous occasions.

75. Plaintiff, JANE DOE fell within the zone of foreseeable risk created by RODRIGUEZ-VASQUEZ's continued employment.

76. As a direct result of MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER's negligence, JANE DOE was subjected to serious and permanent injuries. JANE DOE has suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, embarrassment, humiliation, loss of capacity of the enjoyment of life, aggravation of pre-existing conditions, medical care and treatment, loss of earnings, and loss of ability to earn money. The losses are permanent and/or continuing and Plaintiff will continue to suffer losses in the future.

WHEREFORE, Plaintiff, JANE DOE, demands judgment against the Defendant, MIAMI SHORES VILLAGE CHARTER SCHOOL DBA DOCTORS CHARTER for damages exceeding \$50,000.00, exclusive of interest and costs, demands taxable costs, and further demands trial by jury on all issues so triable.

COUNT III – CLAIM FOR BATTERY
(RODRIGUEZ-VASQUEZ)

99. Plaintiff re-alleges and incorporates the allegations contained in paragraphs 1 through 46 above, as if fully stated herein, and further alleges:

100. RODRIGUEZ-VASQUEZ's inappropriate sexual conduct with JANE DOE occurred while JANE DOE was a minor, and was therefore unwelcome per se. As such, the Plaintiff could not and did not consent to the abusive acts inflicted by RODRIGUEZ-VASQUEZ.

101. On numerous occasions, RODRIGUEZ-VASQUEZ did in fact intentionally touch JANE DOE on her person without her consent and against her will and in a manner that constitutes child sexual abuse.

102. RODRIGUEZ-VASQUEZ touched JANE DOE in intimate areas of Plaintiff's body and person in an offensive manner while she was a minor child and therefore the touching was unwanted and without consent or invitation per se. He also penetrated her vagina when he was an adult and she was a minor.

103. JANE DOE has suffered various injuries as a direct and proximate result of this touching.

104. The conduct described in this count constitutes a battery on JANE DOE.

105. As a direct and proximate result of RODRIGUEZ-VASQUEZ's actions, JANE DOE has suffered damages, including bodily injury, pain and suffering, disability, disfigurement, mental anguish, emotional distress, humiliation, embarrassment, loss of capacity of the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money, and aggravation of a previously existing condition. The losses are permanent and/or continuing and she will continue to suffer losses in the future.

WHEREFORE, Plaintiff, JANE DOE demands judgment for damages against the Defendant, RODRIGUEZ-VASQUEZ plus costs, interest and such other and further relief as the Court deems appropriate and further demands trial by jury.

DATED this 15th day of October, 2024.

/s/ ANDREA A. LEWIS

Andrea A. Lewis

Florida Bar No.: 85331

F. Stephanie Barnhart

Florida Bar No.: 1024965

Primary E-Mail: lewisteam@searcylaw.com

Searcy Denney Scarola Barnhart & Shipley, PA

2139 Palm Beach Lakes Boulevard

West Palm Beach, FL 33409

Phone: 561-686-6300

Fax: 561-383-9402

Attorneys for Plaintiff

■ WEST PALM BEACH OFFICE:

2139 PALM BEACH LAKES BLVD.
WEST PALM BEACH, FLORIDA 33409

P.O. BOX 3626
WEST PALM BEACH, FLORIDA 33402

(561) 686-6300
1-800-780-8607
1-800-220-7006 Spanish

SEARCY
DENNEY
SCAROLA
BARNHART
& SHIPLEY P.A.

*Attorneys
at Law*

□ TALLAHASSEE OFFICE:

THE TOWLE HOUSE
517 NORTH CALHOUN STREET
TALLAHASSEE, FL 32301-1231

(850) 224-7600
1-888-549-7011

April 11, 2024

ATTORNEYS AT LAW:

ELISE SHERR ALLISON
*THEODORE "TED" BABBITT
*ROSALYN SIA BAKER-BARNES
*F. GREGORY BARNHART
F. STEPHANIE BARNHART⁹
*T. HARDEE BASS, III
LAURIE J. BRIGGS
*BRIAN R. DENNEY
JORDAN A. DULCIE
JUAN C. DIAZ AVILA
BRENDA S. FULMER
*MARIANO GARCIA
*JAMES W. GUSTAFSON, JR.
MARA R. P. HATFIELD
ADAM S. HECHT
*JACK P. HILL
*JOSEPH R. JOHNSON
CAMERON M. KENNEDY
KATHERINE A. KIZIAH
ANDREA A. LEWIS
YASMEEN A. LEWIS
VICTORIA MESA-ESTRADA
GAETANO V. MURPHY
LINDSAY M. REINHART
*EDWARD V. RICCI
**JOHN SCAROLA
*MATTHEW K. SCHWENCKE
CARTER W. SCOTT¹
*CHRISTIAN D. SEARCY
CHRISTOPHER K. SPEED^{4,5}
BRIAN P. SULLIVAN^{6,7,8}
**KAREN E. TERRY
DAVID P. VITALE, JR.
DONALD J. WARD III^{4,5}
*C. CALVIN WARRINER III
CLELL C. WARRINER IV
BORIS L. ZHADANOVSKIY

OF COUNSEL:
*EARL L. DENNEY, JR.² (1943-2022)
*JOHN A. SHIPLEY III (retired)
WILLIAM B. KING³

RESEARCH ASSOCIATES:
SHANNON M. BAER
SOPHIA K. LETTS
MARY ALICE TUCKER

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CHRIS R. RODGERS
NYDIA SERRANO
BONNIE S. STARK

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
#9414 7266 9904 2222 7600 88

Florida Department of Education
Turlington Building, Suite 1514
325 West Gaines Street
Tallahassee, FL 32399

#9414 7266 9904 2222 7600 95

The School District of Miami-Dade County
Miami-Dade County Public Schools
1450 N.E. Second Avenue
Miami, Florida 33132

#9414 7266 9904 2222 7601 01

Doctors Charter School
11301 NW Fifth Avenue
Miami Shores, FL 33168

#9414 7266 9904 2222 7601 18

Department of Financial Services
Division of Risk Management
Bureau of State Liability Claims
200 East Gaines Street
Tallahassee, FL 32399-0300

RE: Injured Party: S.O., a minor*¹
Client's Date of Birth: 4/28/2006
Our File No.: 20240207

Dear Sir or Madam:

This law firm represents the interests of Eugenio Orellena and Sandra Aponte, as the parents of minor S.O. relative to injuries sustained from August 2021-December 2, 2023, while she was a student at Doctors Charter School, located at 11301 NW Fifth Avenue, Miami Shores, FL 33168, when teacher, Jose Glen Rodriguez-Vasquez engaged in sexual activity with the child on campus on numerous occasions. Claims are for the school's associated negligence (including but not limited to negligent

¹ *Please be advised that this child was the victim of a sexually motivated crime and, as such, we are requested that her name and all of her identifying information be kept confidential.



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COMPOSITE
EXHIBIT A

supervision, hiring, training, and retention), claims associated with the sexual assault/abuse/harassment, and the permanent harm done to the child.

Pursuant to Florida Statute §768.28, this letter will serve to notify you or otherwise place you on notice that Claimants have placed you on notice of intent to initiate litigation against Doctors Charter School, the Miami County School District, Jose Glen Rodriguez-Vasquez and other potential Defendants.

PLEASE ACCEPT THIS CLAIM AS OUR FORMAL NOTICE OF INTENT TO PURSUE ALL CLAIMS (STATE AND FEDERAL) ARISING FROM THE SEXUAL ASSAULT ON "S.O." AND RELATED NEGLIGENCE THESE CLAIMS INCLUDE, BUT ARE NOT LIMITED TO: NEGLIGENCE; SEXUAL BATTERY; CHILD ABUSE; CIVIL RIGHTS VIOLATIONS; FAILING TO SUPERVISE; FAILING TO REPORT CHILD ABUSE; AND, FAILING TO PROTECT A STUDENT IN THE DISTRICT'S CUSTODY AND CONTROL.

We will bring a formal claim for damages, pursuant to Florida Statute §768.28 for all damages recoverable as a result of the above-mentioned actions and associated negligence that led to S.O.'s injuries.

To the extent that any potential defendant in this matter may claim sovereign immunity protection under the provisions of Chapter 768, Florida Statutes, this Notice of Claim is sent in fulfillment of Section 768.28, Florida Statutes, on behalf of:

Claimant: S.O.

Address: 255 Randle Ave., Oak Hill, FL 32759

S.S.N.: 768-50-8081

D.O.B.: 4/28/2006

Place of Birth: Miami, Florida

Case Style: Sandra Aponte and Eugenio Orellana, individually and as the natural parents of S.O., a minor vs. The School District of Miami-Dade County, et. al.

Court: Miami Dade County

There are no adjudicated penalties, fines, fees, victim restitution fund, and other judgments in excess of \$200.00, whether imposed by civil, criminal, or administrative tribunal, owed by claimant to the State, its agency, office or subdivision.



This claim arises out of injuries sustained by S.O. The perpetrator, Jose Glen Rodriguez-Vasquez was a teacher at Miami County School District, located within the jurisdiction of the Palm Beach County School District.

Damages: The full extent of damage sustained by S.O. is not yet known. However, they include but are not limited to past and future mental anguish, past and future medical treatment, emotional distress, and all other damages allowable by law.

Demand: Undetermined at this time.

If you have any questions, please do not hesitate to call. If you feel that this notice does not comply with the statutory requirements. Please contact my office immediately so that we can discuss and correct the defect, if necessary.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the above-named addressees, this 11th day of April, 2024.

Sincerely,



ANDREA A. LEWIS
AAL/dcr



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Doctors Charter School
11301 NW Fifth Avenue
Miami Shores, FL 33168

Reference Information

Doctors Charter School, et al. 20240207
AAL/dcr

Return Receipt (Form 3811) Barcode

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1. Article Addressed to:

Florida Department of Education
Office of the Commissioner
325 W Gaines Street, Suite 1514
Tallahassee, FL 32399

2. Certified Mail

PS Form 3811, Facsimile, July 2015

Return Receipt (Form 3811) Barcode

9590 9266 9904 2222 7600 61

1. Article Addressed to:

Department of Financial Services
Division of Risk Management
Bureau of State Liability Claims
200 East Gaines Street
Tallahassee, FL 32399-0300

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2222 7601 18

PS Form 3811, Facsimile, July 2015

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1. Article Addressed to:

Department of Financial Services
Division of Risk Management
Bureau of State Liability Claims
200 East Gaines Street
Tallahassee, FL 32399-0300

2. Certified Mail (Form 3800) Article Number

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1. Article Addressed to:

The School District of Miami-Dade
Miami-Dade County Public Schools
1450 N.E. Second Avenue
Miami, Florida 33132

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2222 7600 95

PS Form 3811, Facsimile, July 2015

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1. Article Addressed to:

The School District of Miami-Dade
Miami-Dade County Public Schools
1450 N.E. Second Avenue
Miami, Florida 33132

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