



Before the Education Practices Commission of the State of Florida

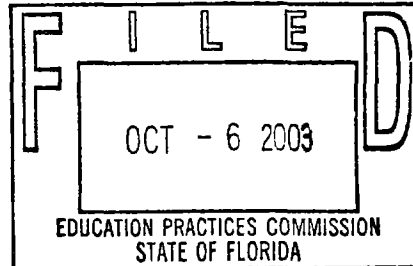
JIM HORNE as the
Commissioner of Education,

Petitioner,

vs.

SUSAN ROCHA,

Respondent.



CASE N^o: 03-0095-RT

EPC Index N^o 03-417-AS

Final Order

Respondent, Susan Rocha, holds Florida educator's certificate no. 663743. Petitioner has filed an Administrative Complaint seeking suspension, revocation, permanent revocation or other disciplinary action against the certificate.

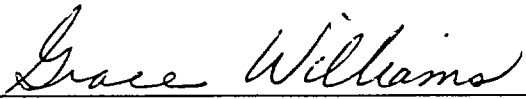
Petitioner and Respondent have entered into a Settlement Agreement for resolution of this cause. The Settlement Agreement and the Administrative Complaint are attached to and made a part of this Final Order.

A Teacher Panel of the Education Practices Commission met on September 19, 2003, in Tampa, Florida. The Commission accepts the Settlement Agreement as the appropriate resolution of this cause.

It is therefore ORDERED that the Settlement Agreement is hereby ACCEPTED and Respondent shall comply with its terms and conditions.

This Order becomes effective upon filing.

DONE AND ORDERED, this 19th day of September, 2003.



GRACE WILLIAMS, Presiding Officer

COPIES FURNISHED TO:

Bureau of Educator Standards

Bureau of Teacher Certification

Florida Administrative Law Reports

Superintendent
Brevard County Schools
2700 Judge Fran Jamieson Way
Viera, FL 32940-6699

Assistant Superintendent
Human Resources
Brevard County Schools
2700 Judge Fran Jamieson Way
Viera, FL 32940-6699

Recovery Network Program
for Educators
325 W. Gaines Street, Suite 126
Tallahassee, FL 32399

Heidi Maynard, Attorney at Law

Probation Officer, 850/488-0548

NOTICE OF RIGHT TO JUDICIAL REVIEW

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW PURSUANT TO SECTION 120.68, FLORIDA STATUTES. REVIEW PROCEEDINGS ARE GOVERNED BY THE FLORIDA RULES OF APPELLATE PROCEDURE. SUCH PROCEEDINGS ARE COMMENCED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE EDUCATION PRACTICES COMMISSION AND A SECOND COPY, ACCOMPANIED BY FILING FEES PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL, FIRST DISTRICT, OR WITH THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE PARTY RESIDES. THE NOTICE OF APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF RENDITION OF THIS ORDER.

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Order in the matter of Horne v. Susan Rocha was furnished to Emily Moore, FEA, 118 N. Monroe St., Tallahassee, FL 32301 by U.S. Mail this 6th day of October, 2003.


KATHLEEN RICHARDS
Executive Director

RECEIVED

JUL 31 2003

STATE OF FLORIDA
EDUCATION PRACTICES COMMISSION

JIM HORNE, as Commissioner
of Education,

Petitioner,

vs.

CASE NO. 012-0039-M

SUSAN L. S. ROCHA,

Respondent.

RECEIVED
EDUCATION PRACTICES
COMMISSION
2003 JUL 31 PM 4 28

SETTLEMENT AGREEMENT

COME NOW the Petitioner and the Respondent, who hereby stipulate and agree as follows:

1. **Certification.** Respondent holds Florida Educator's Certificate 663743 issued by the Department of Education covering the area of Art which is valid through June 30, 2006.
2. **Employment.** At all times pertinent hereto, the Respondent was employed as a Art Teacher at Southwest Middle School in the Brevard County School District.
3. **Allegations.** The Respondent neither admits nor denies, but elects not to contest the allegations set forth in the Petitioner's Administrative Complaint, which are incorporated herein by reference.
4. **Reprimand.** The Respondent agrees to accept a letter of reprimand, a copy of which shall be placed in her certification file with the Department of Education and a copy of which shall be placed in her personnel file with the employing school district.
5. **Recovery Network Program.**
 - a) **Substance Abuse Evaluation.** Respondent agrees to:
 - 1) submit to an evaluation relating to the issues cited in the Administrative Complaint as determined by the Recovery Network Program (RNP) and conducted by a Florida substance abuse counselor approved by the RNP;
 - 2) provide the RNP and the employing school district or private or charter school with written verification from the treatment provider(s) of successful completion

003

of the evaluation within 60 days of issuance of the Final Order accepting this Settlement Agreement;

3) undergo any counseling or treatment as may be prescribed by said professional;

4) provide the RNP and the employing school district or private or charter school with written verification from the treatment provider(s) of completion of all recommended treatments within 60 days of completion.

b) **Prior Evaluation.** If Respondent has undergone evaluation(s) and treatment and/or counseling after the incident(s) alleged in the Administrative Complaint, the evaluation(s) and treatment and/or counseling may be used in lieu of the evaluation(s) and treatment and/or counseling agreed to herein, if acceptable to the RNP.

c) **Employment.** If Respondent is not employed in a position requiring a Florida Educator's Certificate on the date, or within one year of the date, the initial RNP evaluation(s) required herein are performed, the Respondent agrees to submit to follow-up evaluation(s) as determined by the RNP within 60 days of being employed in such a position.

d) **Costs.** Respondent shall bear responsibility for all costs associated with the evaluation, treatment and counseling.

6. **Probation.** Respondent agrees that she shall be placed on probation for a period of three (3) employment years. If the Respondent is currently employed in a position requiring a Florida educator's certificate, probation shall begin upon the issuance of the Final Order by the Education Practices Commission (EPC) provided the EPC has accepted this Settlement Agreement. If Respondent is not currently employed in a position requiring a Florida educator's certificate, probation shall begin upon her re-employment in such a position. In the event Respondent's employment as an educator is interrupted for any reason prior to the expiration of probation, the probation shall be tolled until Respondent resumes employment in a position requiring a Florida educator's certificate. As conditions of probation, Respondent shall:

(a) immediately contact the Bureau of Educator Standards (BES) upon employment in Florida in a position requiring a Florida educator's certificate or upon termination from such a position. If currently employed in such a position, Respondent shall contact the BES within 10 days of the issuance of the Final Order accepting this Settlement Agreement and Respondent shall provide the BES with the name and address of her work site, as well as the name, address, and telephone number of her immediate supervisor;

(b) make arrangements for her immediate supervisor to provide the EPC with a true and accurate copy of each written annual performance evaluation or assessment prepared

004

by her supervisor within 10 days of its preparation;

(c) pay to the EPC \$150.00 within the first six months of each probation year to defray the costs of monitoring probation;

(d) submit to periodic substance abuse screenings at the direction of the EPC, the BES, the employing school district or private or charter school, or the RNP and authorize reporting of results to each entity;

(e) not transport students in or on any motor vehicle;

(f) violate no law and fully comply with all district school board regulations, school rules, and State Board of Education Rule 6B-1.006; and

(g) satisfactorily perform her assigned duties in a competent, professional manner.

7. **Violation.** In the event the Respondent fails to comply with each condition set forth herein, the Respondent agrees that the Petitioner shall be authorized to file an Administrative Complaint or an Order to Show Cause seeking sanctions against her Florida educator's certificate up to and including permanent revocation of her teaching certificate and a permanent bar from re-application for a Florida educator's certificate, based upon the violation of the terms of this Settlement Agreement.

8. **Costs and Fees.** The parties acknowledge and the Respondent agrees that any costs associated with the fulfillment of the terms of this Settlement Agreement and the terms of the Respondent's probation, including the statutory \$150.00 per year probation monitoring fee, shall be the sole responsibility of the Respondent. However, the probation monitoring fee shall be held in abeyance if the Respondent is not employed as an educator pursuant to the terms of Probation above.

9. **Force and Effect.** This Settlement Agreement constitutes an offer of settlement of disputed issues of material fact until accepted and executed by all parties. The Settlement Agreement is void and has no force or effect unless executed by all parties and accepted by the EPC. If the Settlement Agreement is not accepted and executed by all parties, the terms herein shall be inadmissible in any subsequent formal or informal administrative hearing or in any other legal action between the parties.

10. **Waiver of Rights.** The Respondent understands the provisions of this Settlement Agreement, their legal effect, and her rights under Florida law to a formal hearing before a duly designated administrative law judge of the Division of Administrative Hearings or

005

an informal hearing before the EPC. The Respondent specifically waives her right to both a formal and an informal hearing, except she may appear before the EPC in order to urge the adoption of this Settlement Agreement. The Respondent further acknowledges that she is under no duress, coercion or undue influence to execute this Settlement Agreement and that she has had the opportunity to receive the advice of legal counsel prior to signing this Settlement Agreement.

11. **Approval.** When fully executed, this Settlement Agreement shall be submitted to the EPC with the joint request by the parties that the EPC accept and adopt the terms of this Settlement Agreement as the basis for its Final Order in this proceeding. The parties understand that the EPC has the discretion to reject this agreement and order a full evidentiary hearing on the allegations of the Administrative Complaint if, in the exercise of its discretion, it deems such action to be appropriate.

12. **Notice.** The Respondent waives all statutory and regulatory provisions concerning notice of hearing and agrees that this Settlement Agreement may be presented to the EPC for consideration at its next available scheduled meeting, provided that the Respondent is given reasonable advanced notice of the time, place and date of said meeting.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on this

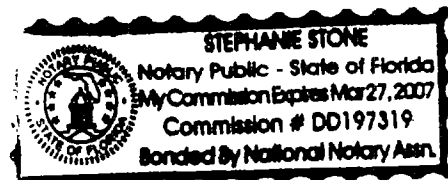
28 day of July, 2003.

Susan L. S. Rocha
SUSAN L. S. ROCHA

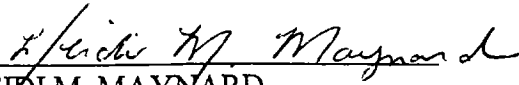
STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 28 day of July, 2003, by SUSAN L. S. ROCHA, who is _____ personally known or produced Florida Drivers license as identification [type of identification produced].

Stephanie Stone
NOTARY PUBLIC
My commission expires:




006



HEIDI M. MAYNARD
Assistant General Counsel
Fla. Bar No. 0544825
Suite 1244, Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400
Telephone (850) 245-0443
Facsimile (850) 245-9425

ATTORNEY FOR PETITIONER



EMILY MOORE
Florida Education Association
118 North Monroe Street
Tallahassee, Florida 32301
Telephone (850) 201-2800
Facsimile (850) 681-2905

ATTORNEY FOR RESPONDENT

007



KATHLEEN M. RICHARDS
Executive Director

EDUCATION PRACTICES COMMISSION
STATE OF FLORIDA

MARGARET WOLFE
Chairperson

Ann Cocheu
Counsel

GRACE WILLIAMS
Co-Chairperson

September 19, 2003

Susan Rocha
1081 Mira Avenue Northeast
Palm Bay, Florida 32507

Re: Jim Horne vs. Susan Rocha
EPC No.: 03-0095-RT; Social Security No.: [REDACTED]

Dear Ms. Rocha:


As you know, the teacher panel of the Education Practices Commission reviewed the matter pending against you. Based upon the panel's consideration of this matter and upon the panel's acceptance of your Settlement Agreement, you are hereby reprimanded.

This panel, composed of your peers, believes that, as a teacher, you are required to exercise a measure of leadership beyond reproach. By your actions, you have lessened the reputation of all who practice our profession. The profession cannot condone your actions, nor can the public who employ us.

The Education Practices Commission sincerely hopes it is your intention to never allow this situation to occur again or indeed, to violate any professional obligation in fulfilling your responsibilities as an educator. To violate the standards of the profession will surely result in further action being taken against you.

This letter of reprimand is being placed in your state certification file, and a copy is being sent to the Brevard County School Board for placement in your personnel file.

Sincerely,


Grace Williams
Presiding Officer

**STATE OF FLORIDA
EDUCATION PRACTICES COMMISSION**

**JIM HORNE, as
Commissioner of Education,**

Petitioner,

vs.

CASE NO. 012-0039-M

SUSAN C. ROCHA,

Respondent.

ADMINISTRATIVE COMPLAINT

Petitioner, Jim Horne, as Commissioner of Education, files this Administrative Complaint against SUSAN C. ROCHA. The Petitioner seeks the appropriate disciplinary sanction of the Respondent's educator's certificate pursuant to Sections 1012.795 and 1012.796, Florida Statutes, and pursuant to Rule 6B-1.006, Florida Administrative Code, Principles of Professional Conduct for the Education Profession in Florida, said sanctions specifically set forth in Sections 1012.795(1) and 1012.795(7), Florida Statutes.

The Petitioner alleges:

JURISDICTION

1. The Respondent holds Florida Educator's Certificate 663743, covering the area of Art, which is valid through June 30, 2006.
2. At all times pertinent hereto, the Respondent was employed as a Art Teacher at Southwest Middle School, in the Brevard School District.

MATERIAL ALLEGATIONS

3. On or about February 28, 1997, in Brevard County, the Respondent operated a motor vehicle while impaired by a blood-alcohol level which exceeded the legal limit. She was arrested for Driving Under the Influence. She pled *nolo contendere* to the reduced charge of Reckless Driving. On or about May 30, 1997, the court adjudicated her guilty and sentenced her to six months probation, 50 hours of community service, DUI school, victim awareness program and \$390.50 in costs and fines.

4. On or about December 24, 1998, in Brevard County, the Respondent crashed her car while impaired by a blood-alcohol level which exceeded the legal limit. She was arrested and charged with Driving Under the Influence with Property Damage. On or about February 22, 1999, the court adjudicated her guilty and sentenced her to six months revocation of her driver's license, six months probation, 50 hours of community service, DUI school, victim awareness program, and \$543.50 in costs and fines.

5. On or about February 27, 2002, in Brevard County, the Respondent ran a stop light and was stopped by law enforcement. The officer noted a moderate odor of alcohol on the Respondent's breath, and observed that she had been eating coffee grounds from a pull-top coffee can in an apparent attempt to mask the odor of an alcoholic beverage. The Respondent failed field sobriety tests and registered a .156 and .166 on the Breathalyzer test. She was arrested for Driving Under the Influence (Second Offense). She pled *nolo contendere* to the reduced charge of Reckless Driving. On or about August 7, 2002, she was adjudicated guilty and sentenced to 10 days impoundment of her vehicle, one day in jail, 10 days house arrest, 300 days probation, 144 hours community service, DUI school-level 2, victim awareness program, and \$416.50 in costs and fines. She continues to be employed.

STATUTE VIOLATIONS

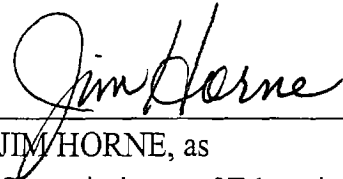
COUNT 1: The Respondent is in violation of Section 1012.795(1)(c), Florida Statutes, in that Respondent has been guilty of gross immorality or an act involving moral turpitude.

COUNT 2: The Respondent is in violation of Section 1012.795(1)(e), Florida Statutes, in that Respondent has been convicted of a misdemeanor, felony, or other criminal charge, other than a minor traffic violation.

COUNT 3: The Respondent is in violation of Section 1012.795(2), Florida Statutes, which provides that the plea of guilty in any court or the decision of guilty by any court is prima facie proof of grounds for the revocation of the certificate.

WHEREFORE, the Petitioner recommends that the Education Practices Commission impose an appropriate penalty pursuant to the authority provided in Sections 1012.795(1) and 1012.796(7), Florida Statutes, which penalty may include a reprimand, probation, restriction of the authorized scope of practice, administrative fine, suspension of the teaching certificate not to exceed three years, permanent revocation of the teaching certificate, or combination thereof, for the reasons set forth herein, and in accordance with the Explanation and Election of Rights forms which are attached hereto and made a part hereof by reference.

EXECUTED on this 7th day of May, 2003.



JIM HORNE, as
Commissioner of Education
State of Florida