



# Before the Education Practices Commission of the State of Florida

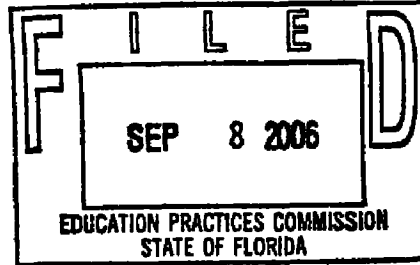
JOHN L. WINN as the  
Commissioner of Education,

Petitioner,

vs.

RICHARD DIDONATO,

Respondent.



CASE N<sup>o</sup> 06-0142-RT  
EPC INDEX N<sup>o</sup> 06-281-AS

## Final Order

Respondent, RICHARD DIDONATO, holds Florida educator's certificate no. 448661. 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 August 24, 2006, in Tallahassee, 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 takes effect upon filing.

DONE AND ORDERED, this 24<sup>th</sup> day of August, 2006.

  
DEBORAH SHEPARD, Presiding Officer

**COPIES FURNISHED TO:**

Bureau of Professional Practices

Bureau of Teacher Certification

*Florida Administrative Law Reports*

DOE Counsel for PPS

Daniel R. Biggins  
Assistant Attorney General

Probation Office

Recovery Network Program for Educators

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

Human Resources  
Brevard County Schools  
2700 Judge Fran Jamieson Way  
Viera, Fl. 32940-6699

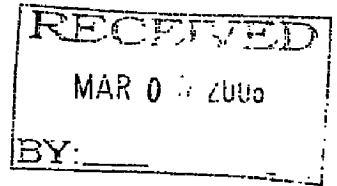
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing Order in the matter of JOHN L. WINN v. RICHARD DIDONATO was furnished to Richard Didonato, 1352 Hill Ave., Melbourne, Florida 32940-6949 and Mark Levine, 245 E. Virginia Street, Tallahassee, Florida 32301 this 8<sup>th</sup> day of September, 2006, by Certified U.S. Mail.



DON SHIELDS  
Education Practices Commission

STATE OF FLORIDA  
EDUCATION PRACTICES COMMISSION



JOHN L. WINN, as Commissioner  
of Education,

Petitioner,

vs.

CASE NO. 023-1749-M

RICHARD C. DIDONATO,

Respondent.

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COMMISSION

SETTLEMENT AGREEMENT

Petitioner and Respondent hereby stipulate and agree as follows:

1. **Certification.** Respondent holds Florida Educator's Certificate Number 448661 issued by the Department of Education covering the areas of Emotionally Handicapped, Social Science, and Business Education which is valid through June 30, 2008.

2. **Employment.** At all times pertinent hereto, Respondent was employed as a Varying Exceptionalities/Specific Learning Disabilities Teacher in the Brevard County School District.

3. **Allegations.** Respondent neither admits nor denies, but elects not to contest the allegations set forth in Petitioner's Administrative Complaint, which are incorporated herein by reference.

4. **Suspension.** Respondent agrees to accept a suspension of his Florida educator's certificate, retroactively effective from January 1, 2005 through December 31, 2005. (Suspension means that Respondent may not be employed by any district school board or any other public school or in a position requiring a Florida educator's certificate in a private school during the period of suspension; however, if applicable, Respondent may renew the certificate).

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

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COMMISSION  
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RICHARD C. DIDONATO  
Settlement Agreement  
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conducted by a Florida substance abuse counselor approved by the RNP;

2) provide the RNP written verification from the treatment provider(s) of successful completion of the evaluation within sixty (60) days of issuance of the Final Order accepting this Settlement Agreement **OR** within sixty (60) days of the initial date of employment in a position requiring a Florida educator's certificate, whichever occurs later, and authorize the RNP to release evidence of satisfaction of this requirement directly to any employing school district or private or charter school;

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 sixty (60) days of completion;

5) submit to periodic substance abuse screenings at the direction of the RNP, the employing school district or private or charter school and authorize reporting of results to each entity.

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 (1) year of the date, the initial RNP evaluation(s) required herein are performed, Respondent agrees to submit to follow-up evaluation(s) as determined by the RNP within sixty (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 he shall be placed on probation for a period of two (2) employment years. If 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 his re-employment in such a position. In the event Respondent's employment is interrupted for any reason prior to the expiration of probation, the

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probation shall be tolled until Respondent resumes employment in a position requiring a Florida educator's certificate. As conditions of probation, Respondent:

a. shall immediately contact the Department of Education 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 Department of Education within ten (10) days of the issuance of the Final Order accepting this Settlement Agreement and Respondent shall provide the Department of Education with the name and address of his work site as well as the name, address and telephone number of his immediate supervisor.

b. shall make arrangements for his immediate supervisor to provide the EPC with a true and accurate copy of each written annual performance evaluation or assessment prepared by his supervisor within ten (10) days of its preparation;

c. shall pay to the EPC \$150.00 within the first six (6) months of each probation year to defray the costs of monitoring probation;

d. shall not consume, inject or ingest of any controlled substances unless prescribed or administered for legitimate medical purposes;

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

f. shall satisfactorily perform his duties in a competent, professional manner.

7. **Fine.** Respondent agrees to pay a fine in the amount of \$100.00 to the EPC within the first year of the probationary period.

8. **Violation.** In the event Respondent fails to comply with each condition set forth herein, he agrees that the Petitioner shall be authorized to file an Administrative Complaint or a Notice of Violation with the EPC seeking sanctions against his Florida educator's certificate up to and including permanent revocation of his Florida educator's 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.

9. **Costs and Fees.** Respondent agrees that any costs associated with the fulfillment of the terms of this Settlement Agreement shall be his sole responsibility. These costs include, but are not limited to, those associated with the Recovery Network Program (RNP) and Probation, if applicable. The probation monitoring fee shall be held in abeyance if Respondent is not employed as an educator pursuant to the terms of the Probation.

NOTICES  
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10. **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.

11. **Notice of "Three Strikes" Provision.** Respondent is hereby put on notice that Section 1012.795(6)(b), Florida Statutes (2004), provides for permanent revocation of an educator's certificate under certain circumstances when the educator's certificate has been sanctioned by the Education Practices Commission on two (2) previous occasions.

12. **Waiver of Rights.** Respondent understands provisions of this Settlement Agreement, their legal effect, and his rights under Florida law to a formal hearing before a duly designated administrative law judge of the Division of Administrative Hearings (DOAH) or an informal hearing before the EPC. Respondent specifically waives his right to both a formal and an informal hearing, except he may appear before the EPC in order to urge the adoption of this Settlement Agreement. Respondent further acknowledges that he is under no duress, coercion or undue influence to execute this Settlement Agreement and that he has had the opportunity to receive the advice of legal counsel prior to signing this Settlement Agreement.

13. **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 Settlement 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.

14. **Notice.** 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 Respondent is given reasonable advanced notice of time, place and date of said meeting.

(SIGNATURES AND NOTARIZATION ON FOLLOWING PAGE)

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IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on this 28<sup>th</sup> day of February, 2006.

Richard C. Didonato  
RICHARD C. DIDONATO

STATE OF ~~FLORIDA~~ PENNSYLVANIA  
COUNTY OF Allegheny

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2006, by Richard C. Didonato, who is  personally known or produced as identification [type of identification produced].

Barbara L. Emminger  
NOTARY PUBLIC  
My commission expires:

Notarial Seal  
Barbara L. Emminger, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Mar. 31, 2007  
Member - National Association Of Notaries

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Levine & Stivers  
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ATTORNEY FOR RESPONDENT

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STATE OF FLORIDA  
EDUCATION PRACTICES COMMISSION

JOHN L. WINN as  
Commissioner of Education,

Petitioner,

vs.

CASE NO. 023-1749-M

RICHARD C. DIDONATO,

Respondent.

\_\_\_\_\_ /

ADMINISTRATIVE COMPLAINT

Petitioner, John L Winn, as Commissioner of Education, files this Administrative Complaint against Richard C. Didonato. 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 1012.796(7), Florida Statutes.

The Petitioner alleges:

JURISDICTION

1. The Respondent holds Florida Educator's Certificate 448661, covering the areas of Emotionally Handicapped, Social Science, and Business Education which is valid through June 30, 2008.

2. At all times pertinent hereto, the Respondent was employed as a VE/SLD Teacher in the Brevard County School District.

MATERIAL ALLEGATIONS

3. On or about February 23, 2003, Respondent was stopped by law enforcement in a routine traffic stop for no tag light. During the stop a K-9 indicated on the vehicle that it had detected the smell of narcotics. A search of the vehicle revealed cocaine on the driver's floor board. Respondent was arrested and charged with Possession of Cocaine. On or about February 24, 2003, Respondent was placed on paid administrative leave pending the outcome of the charge. On or about April 8, 2003, Respondent resigned from the Brevard County School District in lieu of termination.



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On or about May 30, 2003, Respondent was stopped by law enforcement for failure to have a tag attached to his vehicle. Respondent gave consent to search his vehicle and cocaine was found on the floor board. Respondent was arrested and charged with Count I: Possession of Cocaine. On or about July 29, 2003, Respondent entered into a Pretrial Intervention (Drug Court) Program. On or about February 2, 2005, an Order was entered dismissing charges in both cases against Respondent due to his successful completion of Drug Court.

STATUTORY VIOLATIONS

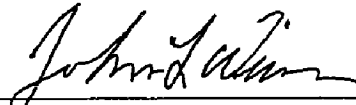
**COUNT 1:** The allegations of misconduct set forth herein are in violation of Section 1012.795(1)(c), Florida Statutes, in that Respondent has been guilty of gross immorality or an act involving moral turpitude.

**COUNT 2:** The allegations of misconduct set forth herein are in violation of Section 1012.795(1)(f), Florida Statutes, in that Respondent, upon investigation, has been found guilty of personal conduct which seriously reduces his effectiveness as an employee of the school board.

**COUNT 3:** The allegations of misconduct set forth herein are in violation of Section 1012.795(1)(i), Florida Statutes, in that Respondent has violated the Principles of Professional Conduct for the Education Profession in Florida prescribed by the State Board of Education.

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 7<sup>th</sup> day of November, 2005.

  
\_\_\_\_\_  
John L. Winn, as  
Commissioner of Education,  
State of Florida