



Before the Education Practices Commission of the State of Florida

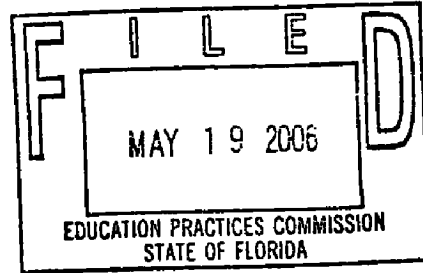
JOHN L. WINN as the
Commissioner of Education,

Petitioner,

vs.

AMY TAYLOR,

Respondent.



CASE N^o 06-0013-RT
EPC INDEX N^o 06-206-AS

_____ /

Final Order

Respondent, AMY TAYLOR, holds Florida educator's certificate no. 637100. Petitioner has filed an Administrative Complaint seeking suspension, revocation, permanent revocation or other disciplinary action against the certificate.

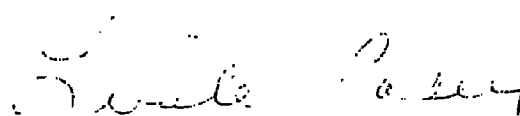
Petitioner and Respondent have entered into a Settlement Agreement for resolution of this cause. The Settlement Agreement and the Administrative Complaint are attached to and made a part of this Final Order.

A Teacher Panel of the Education Practices Commission met on May 12, 2006, 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 takes effect upon filing.

DONE AND ORDERED, this 12 day of May, 2006.



LUCILE CASEY, 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

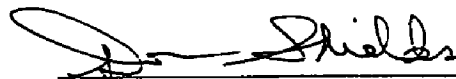
Probation Office

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. AMY TAYLOR was furnished to Amy Taylor, [REDACTED] Flatwoods, Kentucky 41139 this 19th day of May, 2006, by Certified U.S. Mail.



DON SHIELDS
Education Practices Commission

STATE OF FLORIDA
EDUCATION PRACTICES COMMISSION

03 FEB 19 03:11:52

JOHN L. WINN, as Commissioner
of Education,

Petitioner,

vs.

CASE NO. 023-1784-M

AMY JO TAYLOR,

Respondent.

SETTLEMENT AGREEMENT

Petitioner and Respondent hereby stipulate and agree as follows:

1. **Certification.** Respondent holds Florida Educator's Certificate Number 637100 issued by the Department of Education covering the areas of Early Childhood Education and Elementary School, which is valid through June 30, 2005.
2. **Employment.** At all times pertinent hereto, Respondent was employed as a Teacher at Atlantis Elementary School 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. **Letter of Reprimand.** Respondent agrees to accept a letter of reprimand, a copy of which shall be placed in his certification file with the Department of Education and a copy of which shall be placed in his personnel file with the employing school district.
5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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)

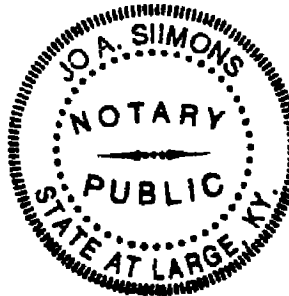
COPIES TO FILE: 52

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on this
31st day of Jan., 2006.

Amy Jo Taylor
AMY JO TAYLOR

STATE OF ~~FLORIDA~~ ^{Ky}
COUNTY OF Boyd

The foregoing instrument was acknowledged before me this 31st day of
Jan, 2006, by Amy Jo Taylor,
who is _____ personally known or produced Ky Drivers Lic.
as identification [type of identification produced].



Jo A. Simons
NOTARY PUBLIC
My commission expires: Aug. 13, 2009

Beth Ellen Sullivan
BETH ELLEN SULLIVAN
Assistant General Counsel
Suite 1244, Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400
Telephone (850) 245-0443
Facsimile (850) 245-9425

ATTORNEY FOR PETITIONER



EDUCATION PRACTICES COMMISSION
STATE OF FLORIDA

KATHLEEN RICHARDS
Executive Director

DEBORAH SHEPARD
Chairperson

DANIEL R. BIGGINS
EPC. Legal Counsel
Assistant Attorney General

LUCILE CASEY
Co-Chairperson

May 12, 2006

Amy Taylor

[REDACTED]
Flatwoods, Kentucky 41139

Re: John L. Winn vs. Amy Taylor
EPC No.: 06-0013-RT; DOE No.: 637100

Dear Ms. Taylor:


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,


Lucile Casey
Presiding Officer



**STATE OF FLORIDA
EDUCATION PRACTICES COMMISSION**

**JOHN L. WINN, as
Commissioner of Education,**

Petitioner,

vs.

CASE NO. 023-1784-M

AMY JO TAYLOR,

Respondent.

ADMINISTRATIVE COMPLAINT

Petitioner, John L. Winn, as Commissioner of Education, files this Administrative Complaint against AMY JO TAYLOR. 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 637100, covering the areas of Early Childhood Education and Elementary Education, which are valid through June 30, 2005.
2. At all times pertinent hereto, the Respondent was employed as a Kindergarten Teacher at Atlantis Elementary School in the Brevard County School District.

MATERIAL ALLEGATIONS

3. On or about February 18, 2003, Respondent knowingly and unlawfully concealed about \$320.00 worth of merchandise in a department store and then attempted to leave the store without paying for the merchandise. Respondent's four-year-old son was with her during this time, and her seven-year-old daughter was in her car. Respondent was arrested and charged with Grand Theft-Retail. On or about July 19, 2004, the state attorney's office nolle prossed the charge following Respondent's completion of a pretrial intervention program.

4. On or about June 24, 2003, Respondent knowingly and unlawfully concealed merchandise valued at less than \$300.00 in a department store and then attempted to leave the store without paying for the merchandise. Respondent was with her eight-year-old daughter and four-year-old son at the time. Respondent was arrested and charged with: Count 1 - Petit Theft; and Count 2 - Child Abuse (Contributing to the Delinquency/Dependency of a Minor). On or about November 14, 2003, Respondent pled nolo contendere to Count 1. Count 2 was dismissed. The court withheld adjudication of guilt as to Count 1 and assessed various costs and fines.

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.

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 day of July, 2005.



JOHN L. WINN, as
Commissioner of Education
State of Florida