



Before the Education Practices Commission of the State of Florida

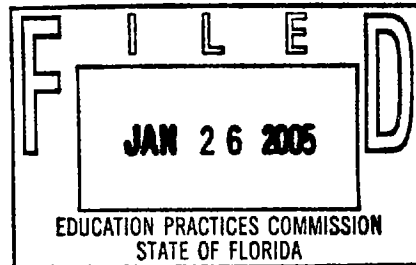
JIM HORNE, as the
Commissioner of Education,

Petitioner,

vs.

JULIAN CAZANAS,

Respondent.



CASE N^o: 04-0038-RA
EPC Index N^o 05-016-AS

Final Order

Respondent, Julian Cazanias, holds Florida educator's certificate no. 677703. 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.

An Administrator Panel of the Education Practices Commission met on January 21, 2005, 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.

Final Order
Julian Cazanias
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DONE AND ORDERED, this 21 day of January, 2005.


DENNIS J. GRIFFIN, Presiding Officer

COPIES FURNISHED TO:

Bureau of Professional Practices

Superintendent of Schools
1450 NE Second Avenue #912
Miami, FL 33132

Bureau of Teacher Certification

Director
Office of Professional Standards
Dade County Schools
1500 Biscayne Blvd., Suite 222
Miami, FL 33132

Florida Administrative Law Reports

Heidi Maynard, Attorney at Law

Recovery Network Program

Probation Office

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Order in the matter of Horne v. Cazanias was furnished to Julian Cazanias, [REDACTED] Hialeah, FL 33012 and James C. Casey, Slesnick & Casey, LLP, 2701 Ponce de Leon Blvd. # 200, Coral Gables, FL 33134 by U.S. Mail this 26 day of January, 2005.


KATHLEEN RICHARDS
Executive Director

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STATE OF FLORIDA
EDUCATION PRACTICES COMMISSION

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BY: _____

JIM HORNE, as Commissioner
of Education,

Petitioner,

vs.

CASE NO. 034-0053-B

JULIAN CAZANAS,

Respondent.

_____ /

SETTLEMENT AGREEMENT

Petitioner and Respondent hereby stipulate and agree as follows:

1. **Certification.** Respondent holds Florida Educator's Certificate Number 677703 issued by the Department of Education covering the areas of Educational Leadership, Emotionally Handicapped, and English to Speakers of Other Languages, which is valid through June 30, 2009.

2. **Employment.** At all times pertinent hereto, Respondent was employed as an Assistant Principal at Miami Lakes Middle School in the Miami-Dade County School District. Petitioner hereby amends paragraph one of the Administrative Complaint by striking "2004" and inserting "2009".

3. **Allegations.** Respondent neither admits nor denies, but elects not to contest the allegations set forth in Petitioner's Administrative Complaint, as amended herein, 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. **Recovery Network Program.**

a. **Evaluation.** Respondent agrees to:

1) submit to an evaluation relating to the issues cited in the

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Administrative Complaint as determined by the Recovery Network Program (RNP) and conducted by a Florida licensed psychologist, psychiatrist or mental health 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; and

b. **Written Verification.** Respondent agrees to:

1) provide the RNP and the employing school district or private or charter school with written verification from the treatment provider(s), to the degree that the treatment provider(s) may ethically predict, that Respondent poses no risk of threat or harm to the safety or well-being of students 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

2) provide the RNP and the employing school district or private or charter school with written verification from the treatment provider (s) that Respondent is capable of performing his responsibilities as an educator 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.

c. **Prior Evaluation.** If Respondent has undergone evaluation(s) and treatment and/or counseling after the incident(s) alleged in the Administrative Complaint, as amended herein, 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.

d. **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

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evaluation(s) as determined by the RNP within sixty (60) days of being employed in such a position.

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

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

7. **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.

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8. **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.

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. **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.

11. **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.

12. **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, as amended herein, if, in the exercise of its discretion, it deems such action to be appropriate.

13. **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)

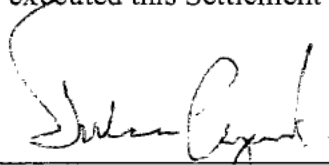
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IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on this _____ day of _____, 20_____.




JULIAN CAZANAS

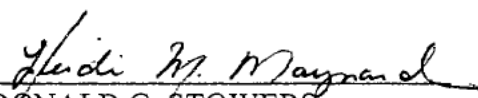
STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 21st day of October, 2004, by Julian Cazanas Jr, who is _____ personally known or produced FDL _____ as identification [type of identification produced].

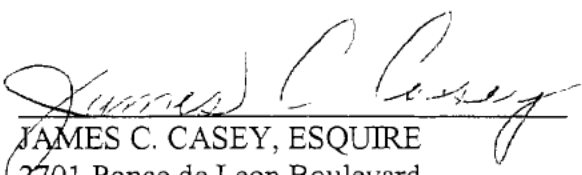
 Evelyn Perez
My Commission DD078771
Expires December 18, 2005



NOTARY PUBLIC
My commission expires:


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Telephone (850) 245-0443
Facsimile (850) 245-9425

ATTORNEY FOR PETITIONER


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2701 Ponce de Leon Boulevard
Suite 200
Coral Gables, Florida 33134
Telephone (305) 448-5672
Facsimile (305) 448-5687

ATTORNEY FOR RESPONDENT

**STATE OF FLORIDA
EDUCATION PRACTICES COMMISSION**

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

Petitioner,

vs.

CASE NO. 034-0053-B

JULIAN CAZANAS,

Respondent.

ADMINISTRATIVE COMPLAINT

Petitioner, Jim Horne, as Commissioner of Education, files this Administrative Complaint against JULIAN CAZANAS. 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 677703, covering the areas of Educational Leadership, Emotionally Handicapped, and English to Speakers of Other Languages (ESOL), which is valid through June 30, 2004.

2. At all times pertinent hereto, the Respondent was employed as an Assistant Principal at Miami Lakes Middle School, in the Miami-Dade County School District.

MATERIAL ALLEGATIONS

3. On or about December 17, 2002, the Respondent engaged in inappropriate discipline of [REDACTED] a male student whose date of birth is [REDACTED] 1990. The Respondent grabbed [REDACTED] by the shirt and struck him in the face without permission and against [REDACTED] will. On or about June 17, 2003, the Respondent attended a conference-for-the-record with school administrators during which he was issued directives and given a copy of the Code of Ethics of the Education Profession in Florida and several school board rules. He 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)(i), Florida Statutes, in that Respondent has violated the Principles of Professional Conduct for the Education Profession prescribed by State Board of Education rules.


RULE VIOLATIONS

COUNT 3: The allegations of misconduct set forth herein are in violation of Rule 6B-1.006(3)(a), Florida Administrative Code, in that Respondent has failed to make reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental health and/or physical health and/or safety.

COUNT 4: The allegations of misconduct set forth herein are in violation of Rule 6B-1.006(3)(e), Florida Administrative Code, in that Respondent has intentionally exposed a student to unnecessary embarrassment or disparagement.

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 10 day of March, 2004.



JIM HORNE, as
Commissioner of Education
State of Florida



KATHLEEN M. RICHARDS
Executive Director

EDUCATION PRACTICES COMMISSION
STATE OF FLORIDA

GRACE WILLIAMS
Chairperson

ANN COCHEU
Counsel

LUCILE CASEY
Co-Chairperson

January 21, 2005

Julian Cazanias

[REDACTED]
Hialeah, Florida 33012

Re: Jim Home vs. Julian Cazanias
EPC No.: 04-0038-RA; DOE No.: 677703

Dear Mr. Cazanias:

As you know, the administrator 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 an administrator, 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 Miami-Dade County School Board for placement in your personnel file.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dennis Griffin".

Dennis Griffin
Presiding Officer