



Before the Education Practices Commission of the State of Florida

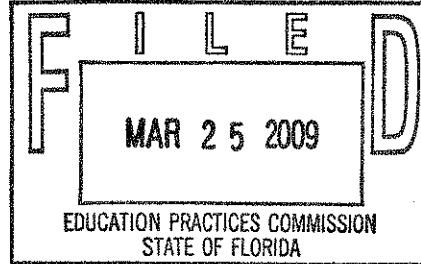
DR. ERIC J. SMITH as the
Commissioner of Education,

Petitioner,

vs.

DOUGLASS HARRIS,

Respondent.



CASE N^o: 08-0669-RT
EPC Index N^o 09-179-FOI
PPS N^o 078-2699-T

Final Order

Respondent, Douglass Harris, holds Florida educator's certificate no. 571555. 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 February 27, 2009, 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 becomes effective upon filing.

DONE AND ORDERED, this 21 day of March, 2009.


DENNIS J. GRIFFIN, Presiding Officer

COPIES FURNISHED TO:

Bureau of Professional Practices

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

Probation Office

Ronald G. Stowers
DOE counsel for PPS

Daniel Biggins
Assistant Attorney General

NOTICE OF RIGHT TO JUDICIAL REVIEW

UNLESS WAIVED, 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 was mailed to Douglass Harris, 2668 Nobility Avenue, Melbourne, Florida 32934; and Mark S. Levine, Levine and Stivers, 245 East Virginia Street, Tallahassee, Florida 32301 this 25 day of March, 2009 by Certified U.S. Mail.



DON SHIELDS
Education Practices Commission

STATE OF FLORIDA
EDUCATION PRACTICES COMMISSION

DR. ERIC J. SMITH, as
Commissioner of Education

Petitioner,

vs.

CASE NO. 078-2699-T

DOUGLAS ALLEN HARRIS,

Respondent.

SETTLEMENT AGREEMENT

RECEIVED

FEB 04 2009

Petitioner and Respondent hereby stipulate and agree as follows:

1. **Certification.** Respondent holds Florida Educator's Certificate Number 571555 issued by the Department of Education covering the area of Music which is valid through June 30, 2011.
 2. **Employment.** At all times pertinent hereto, Respondent was employed as a Band/Music Teacher at Palm Bay High 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. **Suspension (Stayed).** Respondent agrees to accept a two (2) year suspension of his Florida educator's certificate, which the parties have agreed to stay, provided that Respondent complies with all terms of this Settlement Agreement. However, should Respondent violate any of the terms of this Settlement Agreement, Respondent acknowledges and agrees that the Department may at its discretion seek additional penalties up to and including permanent revocation of his Florida Educator's Certificate. (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:

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- 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 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;

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

DOUGLAS ALLEN HARRIS
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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 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. **Fine.** Respondent agrees to pay a fine in the amount of \$500.00 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.

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.

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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
20 day of JANUARY, 2009.

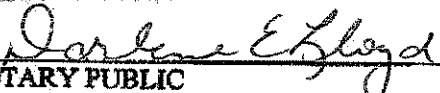


DOUGLAS ALLEN HARRIS

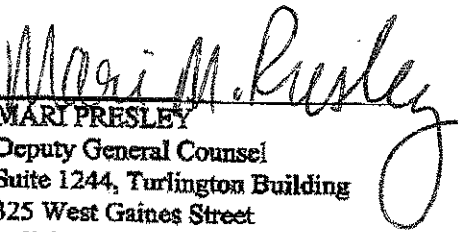
STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 20th day of
January, 2009, by Douglas Harris
who is personally known or produced
as identification [type of identification produced].






NOTARY PUBLIC
My commission expires: 2-26-11



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Deputy 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



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Levine & Stivers, LLC
245 East Virginia Street
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Facsimile (850) 224-6270

ATTORNEY FOR RESPONDENT

**STATE OF FLORIDA
EDUCATION PRACTICES COMMISSION**

**DR. ERIC J. SMITH, as
Commissioner of Education,**

Petitioner,

vs.

CASE NO. 078-2699-T

DOUGLAS ALLEN HARRIS,

Respondent.

ADMINISTRATIVE COMPLAINT

Petitioner, Dr. Eric J. Smith, as Commissioner of Education, files this Administrative Complaint against DOUGLAS ALLEN HARRIS. The Petitioner seeks the appropriate disciplinary sanction of the Respondent's educator's certificate pursuant to Sections 1012.315, 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 571555, covering the area of Music, which is valid through June 30, 2011.
2. At all times pertinent hereto, the Respondent was employed as a Band/Music Teacher at Palm Bay High School in the Brevard County School District.

MATERIAL ALLEGATIONS

3. On or about January 25, 2008, while on duty as a teacher, the Respondent reported to work under the influence of alcohol. The Respondent submitted to a reasonable suspicion alcohol test, which returned positive for alcohol. The Respondent's blood alcohol level was over .14, which was over the legal limit to drive a vehicle.
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The Petitioner charges:

STATUTE VIOLATIONS

COUNT 1: The Respondent is in violation of Section 1012.795(1)(d), Florida Statutes, in that Respondent has been guilty of gross immorality or an act involving moral turpitude as defined by rule of the State Board of Education.

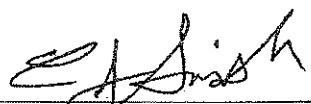
COUNT 2: The Respondent is in violation of Section 1012.795(1)(g), Florida Statutes, in that Respondent has been found guilty of personal conduct which seriously reduces his effectiveness as an employee of the school board.

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.

WHEREFORE, based on the reasons set forth herein and in accordance with the Explanation of Rights and Election of Rights forms attached to and made a part of this Administrative Complaint, Petitioner respectfully recommends that the Education Practices Commission impose an appropriate sanction against the Respondent's educator's certificate pursuant to the authority provided in Sections 1012.795(1) and 1012.796(7), Florida Statutes. The sanctions imposed by the Education Practices Commission may include, but are not limited to, any one or a combination of the following: issuing the Respondent a written reprimand; placing the Respondent on probation for any period of time; restricting the Respondent's authorized scope of practice; assessing the Respondent an administrative fine; directing the Respondent to enroll in the Recovery Network Program; suspending the Respondent's educator's certificate for a period of time not to exceed five years; revoking the Respondent's educator's certificate for a period of time up to 10 years or permanently; determining the Respondent to be ineligible for certification; or barring the Respondent from reapplying for an educator's certificate for a period of time up to 10 years or permanently.

EXECUTED on this 9th day of October, 2008.



DR. ERIC J. SMITH, as
Commissioner of Education
State of Florida