



## Before the Education Practices Commission of the State of Florida

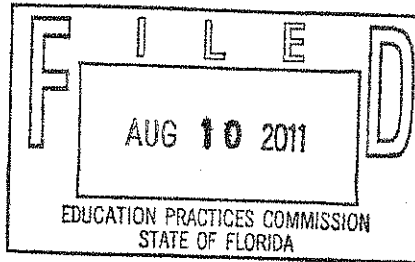
DR. ERIC J. SMITH as the  
Commissioner of Education,

Petitioner,

vs.

GINA D. BALOG,

Respondent.



EPC CASE N<sup>o</sup>: 11-0197-RT

Index N<sup>o</sup> 11-308-AS

PPS N<sup>o</sup> 101-0485

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### Final Order

Respondent, Gina D. Balog, holds Florida educator's certificate no. 829833. 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 5, 2011 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 5<sup>th</sup> day of August, 2011.

  
BRIAN T. DONOVAN, Presiding Officer

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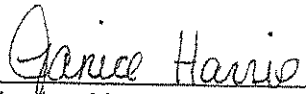
Bureau of Professional Practices  
Bureau of Teacher Certification  
*Florida Administrative Law Reports*  
Superintendent  
Brevard County Schools  
2700 Judge Fran Jamieson Way  
Viera, FL 32940-6699  
Assistant Superintendent  
Human Resources  
Brevard County Schools  
2700 Judge Fran Jamieson Way  
Viera, FL 32940-6699  
Probation Office  
Recovery Network Program  
Daniel Biggins  
Assistant Attorney General

NOTICE OF RIGHT TO JUDICIAL REVIEW

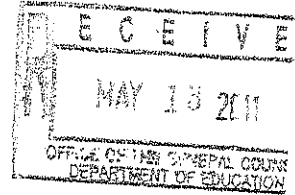
UNLESS WAIVED, A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW PURSUANT TO SECTION 120.68, FLORIDA STATUTES. REVIEW PROCEEDINGS ARE GOVERNED BY THE FLORIDA RULES OF APPELLATE PROCEDURE. SUCH PROCEEDINGS ARE COMMENCED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE 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 Gina D. Balog, [REDACTED] by Certified U.S. Mail and by electronic mail to Margaret O'Sullivan Parker, Deputy General Counsel, Suite 1232, Turlington Building, 325 West Gaines Street, Tallahassee, Florida 32399-0400 this 10<sup>th</sup> day of August, 2011.

  
\_\_\_\_\_  
Janice Harris,  
Education Practices Commission

STATE OF FLORIDA  
EDUCATION PRACTICES COMMISSION



DR. ERIC J. SMITH, as  
Commissioner of Education

Petitioner,

vs.

CASE NO. 101-0485

GINA D. BALOG,

Respondent.

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SETTLEMENT AGREEMENT

Petitioner and Respondent hereby stipulate and agree as follows:

1. Certification. Respondent holds Florida Educator's Certificate Number 829833 issued by the Department of Education covering the area of Elementary Education, which is valid through June 30, 2011.
2. Employment. At all times pertinent hereto, Respondent was employed as a Fourth Grade Teacher at McAuliffe 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 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 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 she shall be placed on probation for a period of three (3) 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 her 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 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 her work site as well as the name, address and telephone number of her immediate supervisor.

b. shall 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 by her 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 have the scope of her employment restricted to not transporting students in or on any motor vehicle;

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 her 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, she agrees that the Petitioner shall be authorized to file an Administrative Complaint or a Notice of Violation with the EPC seeking sanctions against her Florida educator's certificate up to and including permanent revocation of her 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 her 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.

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 her 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 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. 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.

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)

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on this  
3<sup>rd</sup> day of May, 20 11.

Gina D. Balog  
GINA D. BALOG

STATE OF FLORIDA  
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of  
May, 20 11, by Gina D. Balog  
who is x personally known or produced  
as identification [type of identification produced].



Teri Witzel  
NOTARY PUBLIC  
My commission expires:

Margaret O'Sullivan Parker  
MARGARET O'SULLIVAN PARKER  
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



**THE ADMINISTRATIVE COMPLAINT OR NOTICE OF REASONS CONTAINS CONFIDENTIAL INFORMATION AND IS EXEMPT FROM PUBLIC RECORD**

Confidential information may include:

- ❖ Victim of sexual assault
- ❖ Medical or mental health records
- ❖ Sealed or expunged records
- ❖ Minor names or information that identifies a minor

As provided in Chapter 1012, Florida Statutes, Florida public school districts are provided access to the information associated with the disciplinary action.



EDUCATION PRACTICES COMMISSION  
STATE OF FLORIDA

KATHLEEN RICHARDS  
Executive Director

BRIAN DONOVAN  
Chairperson

DANIEL BIGGINS  
Counsel

JOI DAVIES  
Co-Chairperson

August 5, 2011

Gina Balog  
[REDACTED]

Re: Dr. Eric J. Smith vs. Gina Balog  
EPC No.: 11-0197-RT; DOE No.: 829833

Dear Ms. Balog:

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,

A handwritten signature in black ink, appearing to read "Brian T. Donovan".  
Brian T. Donovan  
Presiding Officer