



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

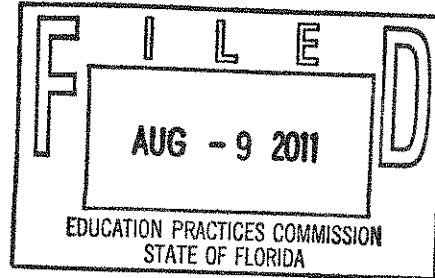
DR. ERIC J. SMITH as the  
Commissioner of Education,

Petitioner,

vs.

FRANK HARRIS ADAMS,

Respondent.



EPC CASE N<sup>o</sup>: 11-0180-RT  
Index N<sup>o</sup> 11-287-AS  
PPS N<sup>o</sup> 101-0593

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### Final Order

Respondent, Frank Harris Adams, holds Florida educator's certificate no. 893820. 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 4, 2001 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 4<sup>th</sup> day of August, 2011.

  
MARK STRAUSS, Presiding Officer

COPIES FURNISHED TO:

Bureau of Professional Practices

Bureau of Teacher Certification

*Florida Administrative Law Reports*

Superintendent  
Polk County Schools  
P.O. Box 391  
Bartow, FL 338310391

Director, Employee Relations  
Polk County Schools  
P.O. Box 391  
Bartow, FL 338310391

Probation Office

Recovery Network Program

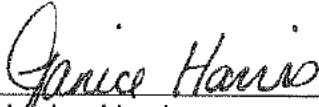
Daniel Biggins  
Assistant Attorney General

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 Frank Harris Adams, [REDACTED] Lake Alfred, Florida 33850 and Peter Caldwell, FEA, 300 East Park Avenue, Tallahassee, Florida 32301 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 9<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. 101-0593

FRANK HARRIS ADAMS,

Respondent.

SETTLEMENT AGREEMENT

RECEIVED  
MAY 04 2011

Petitioner and Respondent hereby stipulate and agree as follows:

1. **Certification.** Respondent holds Florida Educator's Certificate Number 893820 issued by the Department of Education covering the areas of General Science and Exceptional Student Education, which is valid through June 30, 2011.

2. **Employment.** At all times pertinent hereto, Respondent was employed as a Science Teacher at Dundee Ridge Middle School in the Polk 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. **Recovery Network Program.**

a. **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 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, 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 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 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.

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.

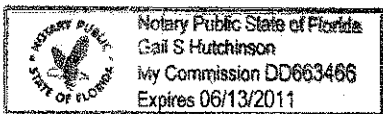
(SIGNATURES AND NOTARIZATION ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on this 11<sup>th</sup> day of April, 2011.

Frank Harris Adams  
FRANK HARRIS ADAMS

STATE OF FLORIDA  
COUNTY OF POIK

The foregoing instrument was acknowledged before me this 20 day of April, 2011, by Frank Harris Adams, who is ✓ personally known or produced \_\_\_\_\_ as identification [type of identification produced].



Gail S. Hutchinson  
NOTARY PUBLIC  
My commission expires:

Brent McNeal  
BRENT MCNEAL  
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

Peter Caldwell  
PETER CALDWELL, ESQUIRE  
Florida Education Association  
300 East Park Avenue  
Tallahassee, Florida 32301  
Telephone (850) 224-7818  
Facsimile (850) 224-0447  
ATTORNEY FOR RESPONDENT



**STATE OF FLORIDA  
EDUCATION PRACTICES COMMISSION**

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

**Petitioner,**

**vs.**

**CASE NO. 101-0593**

**FRANK HARRIS ADAMS,**

**Respondent.**

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**ADMINISTRATIVE COMPLAINT**

Petitioner, Dr. Eric J. Smith, as Commissioner of Education, files this Administrative Complaint against FRANK HARRIS ADAMS. 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 893820, covering the areas of General Science and Exceptional Student Education, which is valid through June 30, 2011.
2. At all times pertinent hereto, the Respondent was employed as a Science Teacher at Dundee Ridge Middle School in the Polk County School District.

**MATERIAL ALLEGATIONS**

3. On or about July 18, 2007, in Polk County, Florida, Respondent was found guilty of Driving Under the Influence. Respondent failed to self-report this conviction to the appropriate authorities.
4. During the 2009-2010 school year, Respondent stated to teacher Laura Frith that when Respondent stared at male student [REDACTED] he pictured a bullet going into the front of [REDACTED]'s head and coming out the back. Respondent also told Ms. Frith that Respondent would shoot his gun and pretend the targets were students or administrators. On or about May 5, 2010, in Polk County,

Florida, Respondent told teacher Ms. Frith that he wished male student [REDACTED] would come onto Respondent's property so that Respondent could shoot [REDACTED]

5. On or about May 6, 2010, in Polk County, Florida, Respondent stated to teacher Jessie Shoemaker that Respondent was getting aggravated with students, and Respondent made a gesture with his hand like shooting a gun while talking about students.

6. During the 2009-2010, teacher Loenda Narramore heard Respondent use the words, "bust a cap," or words to that effect, and saw Respondent make a gesture with his hand like shooting a gun. Respondent also commented to Ms. Narramore about taking pictures of students and using the pictures as target practice. Respondent stated, "they should worry about me shooting up the place," or words to that effect.

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)(f), Florida Statutes, in that Respondent has been convicted or found guilty of, or entered a plea of guilty to, regardless of adjudication of guilt, a misdemeanor, felony, or any other criminal charge, other than a minor traffic violation.

**COUNT 3:** The Respondent is in violation of Section 1012.795(1)(j), 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 4:** The Respondent is in violation of Rule 6B.1006(5)(m), Florida Administrative Code, in that Respondent has failed to self-report within forty-eight (48) hours to appropriate authorities (as determined by district) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, Respondent shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of Sections 943.0585(4)(c) and 943.059(4)(c), Florida Statutes.

**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 15<sup>th</sup> day of March, 2011.



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



**EDUCATION PRACTICES COMMISSION**  
STATE OF FLORIDA

**KATHLEEN RICHARDS**  
Executive Director

**BRIAN DONOVAN**  
Chairperson

**DANIEL BIGGINS**  
Counsel

**JOI DAVIES**  
Co-Chairperson

August 4, 2011

Frank Adams  
[REDACTED]

Lake Alfred, Florida 33850

Re: Dr. Eric J. Smith vs. Frank Adams  
EPC No.: 11-0180-RT; DOE No.: 893820

Dear Mr. Adams:

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 Polk County School Board for placement in your personnel file.

Sincerely,

A handwritten signature in cursive script that reads "Mark Strauss".

Mark Strauss  
Presiding Officer