



# Before the Education Practices Commission of the State of Florida

GERARD ROBINSON, as the  
Commissioner of Education,

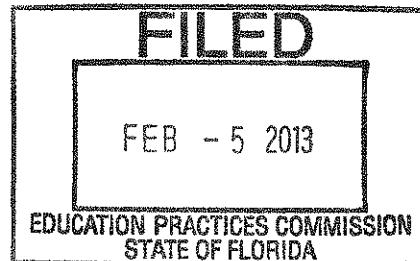
Petitioner,

vs.

ALLISON LEIGH SCOTT,

Respondent.

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EPC CASE N<sup>o</sup>: 12-0251-RT  
Index N<sup>o</sup> **13-013-AS**  
PPS N<sup>o</sup> 101-2525

## Final Order

Respondent, Allison Leigh Scott, holds Florida educator's certificate no. 1076546. 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 1, 2013, in Gainesville, 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 1<sup>st</sup> day of February, 2013.



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DAVID R. THOMPSON, 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

Daniel Biggins  
Assistant Attorney General

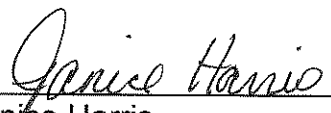
Recovery Network Program

**NOTICE OF RIGHT TO JUDICIAL REVIEW**

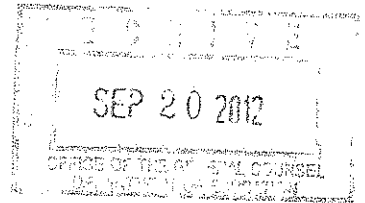
UNLESS WAIVED, A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW PURSUANT TO SECTION 120.68, FLORIDA STATUTES. REVIEW PROCEEDINGS ARE GOVERNED BY THE FLORIDA RULES OF APPELLATE PROCEDURE. SUCH PROCEEDINGS ARE COMMENCED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE 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 Allison Leigh Scott, Palm Bay, Florida 32905 and Maurice Arcadier, 2815 West New Haven, Suite 303 and 304, Melbourne, Florida 32904 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 5<sup>th</sup> day of **February**, 2013.

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

STATE OF FLORIDA  
EDUCATION PRACTICES COMMISSION



GERARD ROBINSON, as  
Commissioner of Education

Petitioner,

vs.

CASE NO. 101-2525

ALLISON LEIGH SCOTT,

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 1076546 issued by the Department of Education covering the areas of Elementary Education and English for Speakers of Other Languages (ESOL), which is valid through June 30, 2012.
2. Employment. At all times pertinent hereto, Respondent was employed as Third Grade Teacher at Palm Bay Academy 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. Respondent agrees to accept a one (1) year suspension of her Florida educator's certificate, commencing upon issuance of the Final Order entered by the Education Practices Commission (EPC) accepting this Settlement Agreement. (Suspension means that Respondent may not teach or otherwise be employed by a district school board or public school in any capacity requiring direct contact with students for the duration of the suspension period.) However, if applicable, Respondent may renew the certificate.
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;

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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

5) submit to periodic substance abuse screenings at the direction of the RNP, the employing school district or private or charter school and authorize reporting of results to each entity.

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 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 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:

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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 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 not consume, inject or ingest of any controlled substances unless prescribed or administered for legitimate medical purposes;

f. 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

g. 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, 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.

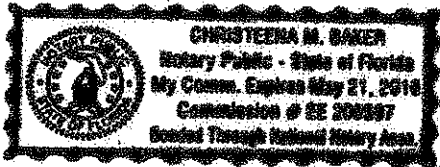
(SIGNATURES AND NOTARIZATION ON FOLLOWING PAGE)


IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on this  
12<sup>th</sup> day of September 12.

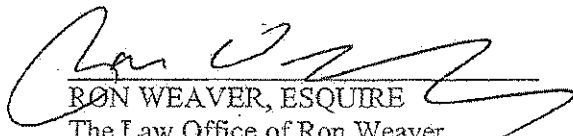
  
ALLISON LEIGH SCOTT

STATE OF FLORIDA  
COUNTY OF Brevard

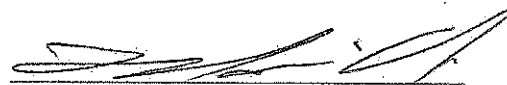
The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of  
September, 20 12, by Allison L. Scott  
who is \_\_\_\_\_ personally known or produced Florida Drivers License  
as identification [type of identification produced].



  
NOTARY PUBLIC  
My commission expires:

  
RON WEAVER, ESQUIRE  
The Law Office of Ron Weaver  
Post Office Box 5675  
Douglasville, Georgia 30154  
Telephone (850) 980-0254  
Facsimile (678) 391-0573

ATTORNEY FOR PETITIONER

  
MAURICE ARCADIER, ESQUIRE  
Arcadier & Associates, P.A.  
2815 W. New Haven, Suite 304  
Melbourne, Florida 32904  
Telephone (321) 953-5998  
Facsimile (321) 953-6075

ATTORNEY FOR RESPONDENT



STATE OF FLORIDA  
EDUCATION PRACTICES COMMISSION

GERARD ROBINSON, as  
Commissioner of Education,

Petitioner,

vs.

CASE NO. 101-2525

ALLISON LEIGH SCOTT,

Respondent.

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ADMINISTRATIVE COMPLAINT

Petitioner, Gerard Robinson, as Commissioner of Education, files this Administrative Complaint against ALLISON LEIGH SCOTT. 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 1076546, covering the areas of Elementary Education and English for Speakers of Other Languages (ESOL), which is valid through June 30, 2012.
2. At all times pertinent hereto, the Respondent was employed as a Third Grade Teacher at Palm Bay Academy in the Brevard County School District.

MATERIAL ALLEGATIONS

3. On or about January 13, 2011, in Brevard County, Florida, the Respondent removed approximately \$105.00 worth of merchandise from a Macy's Department Store without paying for the merchandise. The Respondent was charged with Petit Theft. The Respondent entered into a pre-trial diversion program and the charges were nolle prossed.
4. On or about February 22, 2011, during a meeting at school, the Respondent appeared to be under the influence in that she exhibited heavy eyelids, spoke in an incoherent and rambling

manner, was disorganized and unable to focus. The Respondent's supervisor directed the Respondent to undergo a drug screening. The Respondent tested positive for Benzodiazepines and Cannabinoids in her system.

5. On or about March 1, 2011, the Respondent was terminated from her employment with the Palm Bay Academy.

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 her effectiveness as an employee of the school board.

**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 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.

(SIGNATURE ON FOLLOWING PAGE)

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 14<sup>th</sup> day of May, 2012.

  
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GERARD ROBINSON, as  
Commissioner of Education  
State of Florida