



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

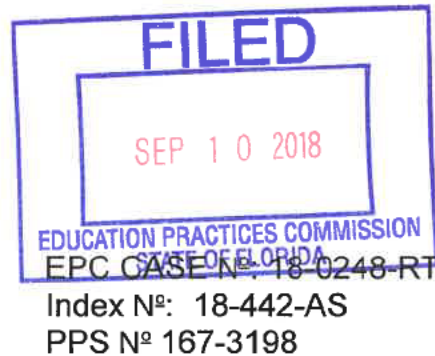
PAM STEWART, as the  
Commissioner of Education,

Petitioner,

vs.

JULIUS A. FERGUSON,

Respondent.



### Final Order

Respondent, Julius A. Ferguson, holds Florida educator's certificate no. 1068379. Petitioner has filed an Administrative Complaint seeking suspension, revocation, permanent revocation or other disciplinary action against the certificate.

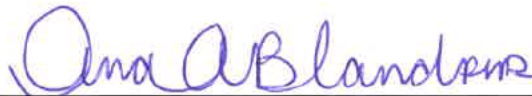
Petitioner and Respondent have entered into a Settlement Agreement for resolution of this cause. The Settlement Agreement and the Administrative Complaint are attached to and made a part of this Final Order.

A Teacher Hearing Panel of the Education Practices Commission met on September 7, 2018, in Altamonte Springs, 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 7<sup>th</sup> day of September, 2018.



ANA ARMBRISTER BLAND, Presiding Officer

COPIES FURNISHED TO:

Office of Professional Practices  
Services

Bureau of Educator Certification

Superintendent  
Duval County Schools  
1701 Prudential Dr.  
Jacksonville, FL 32207-8182

Professional Standards  
Duval County Schools  
1701 Prudential Dr.  
Jacksonville, FL 32207-8182

Lawrence Harris  
Assistant Attorney General

Claudia Llado, Clerk  
Division of Administrative Hearings

Probation

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 Julius A. Ferguson, [REDACTED] Jacksonville, FL 32244 by Certified U.S. Mail and by electronic mail to Darby Shaw, Deputy General Counsel, Suite 1232, Turlington Building, 325 West Gaines Street, Tallahassee, Florida 32399-0400 this 10<sup>TH</sup> day of September, 2018.



---

Lisa Forbess, Clerk  
Education Practices Commission

agc  
MAY 30 2018STATE OF FLORIDA  
EDUCATION PRACTICES COMMISSIONPAM STEWART, as  
Commissioner of Education

Petitioner,

vs.

CASE NO. 167-3198

JULIUS A. FERGUSON,

Respondent.

---

/ SETTLEMENT AGREEMENT

Petitioner and Respondent hereby stipulate and agree as follows:

1. **Certification.** Respondent holds Florida Educator's Certificate Number 1068379 issued by the Department of Education covering the area of English, which is valid through June 30, 2019.
2. **Employment.** At all times pertinent hereto, Respondent was employed as a Reading Teacher and Middle School boys' Assistant Basketball Coach at Baldwin Middle-Senior High School in the Duval 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. **Revocation.** Respondent agrees to accept a three (3) year revocation of his Florida educator's certificate, commencing upon the issuance of the Final Order entered by the Education Practices Commission (EPC) accepting this Settlement Agreement. (Revocation 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 period of revocation.) The Respondent's Educator's Certificate is null and void commencing upon issuance of the Final Order entered by the EPC accepting this Settlement Agreement, and Respondent may not apply for a new Florida educator's certificate during the period of revocation. Respondent is hereby put on notice that if he does apply for a Florida educator's certificate after the period of revocation, he will be required to fulfill all testing, application and certification requirements as if applying for the first time, as well as all conditions contained in this Settlement Agreement.

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; and

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. **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.

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, within the first year of probation, take a 3-credit hour college level course in the area of Education Ethics. The class may be taken in person, or from an accredited on-line source, and Respondent shall submit an official college transcript verifying successful completion of same with a grade of "B" or higher to the Department of Education;

e. shall violate no law and fully comply with all district school board regulations, school rules, and State Board of Education Rule 6A-10.081; and

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

7. **Fine.** Respondent agrees to pay a fine in the amount of \$1,000.00 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 has no force or effect unless executed by all parties. Upon execution by the parties, this Settlement Agreement is a binding contract and neither party may withdraw prior to consideration of this Settlement Agreement by the EPC. Approval of this Settlement Agreement by the EPC is a condition subsequent. If the executed Settlement Agreement is rejected by the EPC, it becomes void. 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 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.** The parties intend to be bound by this Agreement. When fully executed, this Settlement Agreement is a binding contract and 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  
23 day of May, 2018.

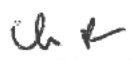
  
\_\_\_\_\_  
JULIUS A. FERGUSON

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of  
May, 2018, by Julius A. Ferguson,  
who is \_\_\_\_\_ personally known or produced FL DL exp 4/11/2022  
as identification [type of identification produced].

  
**Olga Mozes**  
Notary Public  
State of Florida  
My Commission Expires:  
December 18, 2020  
Commission No.: GG 55807

  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: 12/18/2020

  
\_\_\_\_\_  
CHRISTOPHER PEARCE  
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

**STATE OF FLORIDA  
EDUCATION PRACTICES COMMISSION**

**PAM STEWART, as  
Commissioner of Education,**

**Petitioner,**

**vs.**

**CASE NO. 167-3198**

**JULIUS A. FERGUSON,**

**Respondent.**

\_\_\_\_\_ /

**ADMINISTRATIVE COMPLAINT**

Petitioner, Pam Stewart, as Commissioner of Education, files this Administrative Complaint against JULIUS A. FERGUSON. 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 6A-10.081, 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 1068379, covering the area of English, which is valid through June 30, 2019.

2. At all times pertinent hereto, the Respondent was employed as a Reading Teacher and Middle School boys' Assistant Basketball Coach at Baldwin Middle-Senior High School in the Duval County School District.

**MATERIAL ALLEGATIONS**

3. On or about November 30, 2016, Respondent engaged in inappropriate conduct when he failed to protect the safety and well-being of his students. Examples of Respondent's inappropriate conduct include:

- a. Bringing a firearm onto school grounds and displaying the firearm in the presence of students; and
- b. Possessing a firearm in the glovebox of his vehicle on school grounds.

4. Respondent's conduct alleged in paragraph 3 herein seriously reduced his effectiveness as an employee of the School District, as evidenced by Duval County Public Schools terminating Respondent's employment.

The Petitioner charges:

**STATUTE VIOLATIONS**

**COUNT 1:** 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 effectiveness as an employee of the school board.

**COUNT 2:** 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 3:** The allegations of misconduct set forth herein are in violation of Rule 6A-10.081(2)(a)1, 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 6A-10.081(2)(a)5, Florida Administrative Code, in that Respondent has intentionally exposed a student to unnecessary embarrassment or disparagement.

**(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 16<sup>th</sup> day of March, 2018.



**PAM STEWART**, as  
Commissioner of Education  
State of Florida