



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

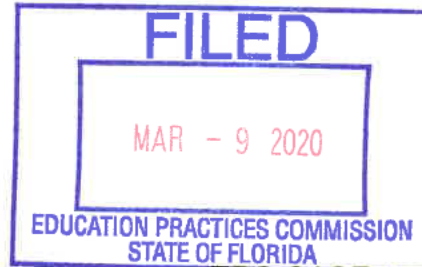
RICHARD CORCORAN as the  
Commissioner of Education,

Petitioner,

vs.

VERNON D. SHELTON,

Respondent.



EPC CASE N<sup>o</sup>: 19-0062-RT

Index N<sup>o</sup>: 20-089-AS

PPS N<sup>o</sup> 178-2573

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### Final Order

Respondent, Vernon D. Shelton, holds Florida educator's Certificate No. 1096393. 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 March 6, 2020, 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 6<sup>th</sup> day of March, 2020.

  
ANN COPENHAVER, Presiding Officer

COPIES FURNISHED TO:

Office of Professional Practices  
Services

Bureau of Educator Certification

Superintendent  
Volusia County Schools  
P.O. Box 2118  
DeLand, FL 32721-2118

Director, Professional Standards  
Volusia County Schools  
P.O. Box 2118  
DeLand, FL 32721-2118

Timothy Frizzell  
Assistant Attorney General

Claudia Llado, Clerk  
Division of Administrative Hearings

Recovery Network Program

Probation

**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: Vernon D. Shelton, [REDACTED] Jacksonville, FL 32209 and Latoya S. Williams, Esq., The Law Office of Latoya S. Williams, P.A., 841 Prudential Drive, Suite 1200, Jacksonville, FL 32207 by Certified U.S. Mail and by electronic mail to Bonnie Wilmot, Deputy General Counsel, Suite 1544, Turlington Building, 325 West Gaines Street, Tallahassee, Florida 32399-0400 this 9<sup>th</sup> day of March, 2020.



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Lisa Forbess, Clerk  
Education Practices Commission

**STATE OF FLORIDA  
EDUCATION PRACTICES COMMISSION**

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

**Petitioner,**

**vs.**

**CASE NO. 178-2573**

**VERNON D. SHELTON,**

**Respondent.**

\_\_\_\_\_ /

**ADMINISTRATIVE COMPLAINT**

Petitioner, Pam Stewart, as Commissioner of Education, files this Administrative Complaint against VERNON D. SHELTON. 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 1096393, covering the areas of Educational Leadership, Exceptional Student Education, Mathematics, Physical Education and Prekindergarten/Primary Education, which is valid through June 30, 2020.
2. At all times pertinent hereto, the Respondent was employed as a Mathematics Teacher at Deltona High School in the Volusia County School District.

**MATERIAL ALLEGATIONS**

3. During the 2017-2018 school year, Respondent engaged in inappropriate conversations with a female student. The following messages were exchanged:

Respondent: Since I said what before? Bothering you how?

Student: since you said you wanna do all that stuff with me. bothering me bc i wanna know what's the reason behind it and since when you've felt like that

Respondent: Idk the reason. And I guess right around when I told you. I'll leave you alone if it bothers you that much

Student: there obviously is a reason, which you don't wanna tell me

Respondent: What you wanna know

Student: what are your intentions with me

Respondent: I want to be there for you.

Student: but why?

Respondent: I guess I just find you attractive and interesting

Student: attractive how? interesting how?

Respondent: You have an awesome spirit. Way past looks and outside beauty People don't really get to know you and they should

Student: but im only 17 so isn't wrong to even thing that?

Respondent: Maybe. I'm sorry

Student: why did you ask if I'm single or not

Respondent: That was just a curiosity question. Never saw you talking to any guys or anything.

Student: have you ever looked or thought of me sexually?

Respondent: Maybe once or twice. Have you?

...

Student: what exactly did you think about and no i haven't

Respondent: A kiss

Student: anything else?

Respondent: Naw

Student: are you sure about that?

Respondent: Yea why Trying to decide if you going to stop talking to me?

Student: i just need to know how you truly feel towards me that's all

Respondent: Because that determines if you stop talking to me or not

Student: no it doesn't so can you just tell me and be straight forward?

Respondent: It's not going to change how you feel so it doesn't matter right

Student: but it does matter to me so please tell me

Respondent: Tell me why it matters and what you are going to do with the info

Student: because i just want to know alright? And keep the information to myself. What else would i do with it?

Respondent: What you wanna know

Student: What your intentions are with me

Respondent: I want to be there for you.

Student: but why?

Respondent: Because I feel connected to you. I care about you. You wanna know that I won't hurt you right? Because your dad hurt you?

Student: yeah ig

Respondent: I know that's what it is. How do you feel about me?

Student: nothing really

Respondent: So why you scared I'ma hurt you? Only way I can hurt you is if you feel some way towards me

Student: im not. it's just not right. what would your wife think of this? she wouldn't like it

Respondent: You right. I'm sorry. I'll stop

Student: bet

Respondent: You mad at me now?

Student: why would i be

Respondent: I wanted to hug and kiss you but I'm sure you would have punched me and everybody would have been looking crazy lol

4. As a result of Respondent's conduct alleged herein, the Volusia County District will no longer employ him in a teaching position.

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 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 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 5:** 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.

**COUNT 6:** The allegations of misconduct set forth herein are in violation of Rule 6A-10.081(2)(a)7, Florida Administrative Code, in that Respondent has harassed or discriminated against a student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family

background and shall make reasonable effort to assure that each student is protected from harassment or discrimination.

**COUNT 7:** The allegations of misconduct set forth herein are in violation of Rule 6A-10.081(2)(a)8, Florida Administrative Code, in that Respondent has exploited a relationship with a student for personal gain or advantage.

**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 18<sup>th</sup> day of December, 2018.



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

STATE OF FLORIDA  
EDUCATION PRACTICES COMMISSION

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RICHARD CORCORAN, as  
Commissioner of Education

Petitioner,

vs.

CASE NO. 178-2573

VERNON D. SHELTON,

Respondent.

SETTLEMENT AGREEMENT

Petitioner and Respondent hereby stipulate and agree as follows:

1. **Certification.** Respondent holds Florida Educator's Certificate Number 1096393 issued by the Department of Education covering the areas of Educational Leadership, Exceptional Student Education, Physical Education and Prekindergarten/Primary Education, which is valid through June 30, 2020.
2. **Employment.** At all times pertinent hereto, Respondent was employed as a Mathematics Teacher at Deltona High School in the Volusia 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;



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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; 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. **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:

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

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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, within the first year of probation, take an in-service course in the area of sexual harassment in the workplace. The class may be taken in person, or from an accredited on-line source, and Respondent shall submit documentation verifying successful completion of same to the Department of Education;

f. 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

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

7. **Fine.** Respondent agrees to pay a fine in the amount of \$750.00 to the EPC within the two (2) year 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.

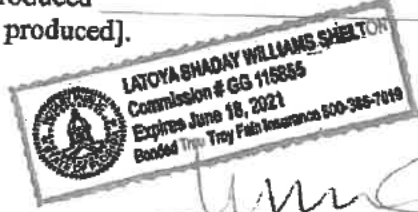
(SIGNATURES AND NOTARIZATION ON FOLLOWING PAGE)


IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on this  
30<sup>th</sup> day of August, 2019.

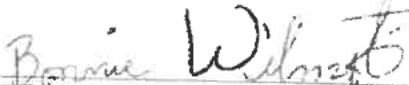
  
VERNON D. SHELTON

STATE OF FLORIDA  
COUNTY OF Duval

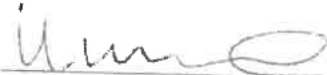
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of  
August, 2019, by Vernon Shelton  
who is  personally known or produced  
as identification [type of identification produced].



  
NOTARY PUBLIC  
My commission expires:

  
BONNIE WILMOT  
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

  
LATOYA WILLIAMS SHELTON, ESQ.  
Latoya Williams Shelton, P.A.  
841 Prudential Drive, Ste. 1200  
Jacksonville, Florida 32207  
Telephone (904) 371-1931  
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ATTORNEY FOR RESPONDENT



**EDUCATION PRACTICES COMMISSION**  
**STATE OF FLORIDA**

**GRETCHEN KELLEY BRANTLEY**  
Executive Director  
**TIMOTHY FRIZZELL**  
Legal Counsel  
**LISA FORBESS**  
Clerk of Court

**NICHOLAS PIETKIEWICZ**  
Chairperson  
**ANA ARMBRISTER BLAND, Ph.D.**  
Co-Chairperson

March 6, 2020

Vernon Shelton

Jacksonville, Florida 32209

Re: Pam Stewart vs. Vernon Shelton  
EPC No.: 19-0062-RT; DOE No.: 1096393

Dear Mr. Shelton:

As you know, a hearing panel of the Florida Education Practices Commission reviewed the matter pending against you in its entirety. Based upon the panel's full consideration and upon the panel's acceptance of your Settlement Agreement at a public hearing, you are hereby reprimanded.

The Commission, composed of teachers, administrators, parents, law enforcement officials, former school board members and former superintendents, believes that educators must exercise a measure of leadership beyond reproach. The Commission cannot condone any act that bears negatively on the profession's integrity, nor can the public who employ us.

This letter of reprimand is being placed in your state certification file, and a copy is being sent to the Volusia County School Board for placement in your personnel file.

Sincerely,

  
Ann Copenhaver  
Presiding Officer