



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

Final Order

DOUG JAMERSON, as
Commissioner of Education,

Petitioner,

vs.

MARK NELSON,

Respondent.

E P C
Education Practices Commission

AUG 16 1994

Karen B. Walde Clerk

CASE NO. 94-101-RT
EPC INDEX NO. 94-120-S

Respondent, MARK NELSON, holds Florida educator's certificate no. 542094. Petitioner has filed an Administrative Complaint seeking suspension, revocation, permanent revocation or other disciplinary action against the license.

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.

An administrator panel of the Education Practices Commission met on August 9, 1994, in Tampa, Florida. The Commission accepts the Settlement Agreement as the appropriate resolution of this cause.

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It is therefore ORDERED that the Settlement Agreement is hereby ACCEPTED and Respondent shall comply with its terms and conditions. This Order takes effect upon filing.

This Order may be appealed, unless otherwise waived, by filing notices of appeal and a filing fee, as set out in Section 120.68, F.S., and Florida Rule of Appellate Procedure 9.110, within 30 days of the date of filing.

DONE AND ORDERED, this 9th day of August, 1994.

COPIES FURNISHED TO:

Jerry Moore, Program Director
Professional Practices Services

Diane Porter
Diane Porter, Presiding
Officer

Rivers Buford, Jr.
Attorney General's Office

Barbara J. Staros
General Counsel

Florida Admin. Law Reports

Dr. David Sawyer, Supt.
Brevard County Schools
2700 St. Johns St.
Melbourne, FL 32940-6800

Howard Hickman
Personnel Director
Personnel Services
Brevard County Schools

Robert J. Boyd
Attorney at Law
2121 Killearney Way Suite G
Tallahassee, FL 32308

I HEREBY CERTIFY that a copy of the foregoing Order in the matter of Jamerson vs. Mark Nelson, was mailed to Stanley Wolfman, Esquire, 200 W. Merritt Island Causeway, Merritt Island, FL 32954-0513, this 10th day of August, 1994, by U.S. Mail.

Karen B. Wilde
KAREN B. WILDE, Clerk

STATE OF FLORIDA
EDUCATION PRACTICES COMMISSION

DOUG JAMERSON, as
Commissioner of Education,

Petitioner,

vs.

PPS CASE NO. 934036-C

MARK NELSON,

Respondent.

_____ /

SETTLEMENT AGREEMENT

COME NOW the Petitioner and Respondent, who hereby stipulate and agree as follows:

1. The Respondent holds Florida teaching certificate 542094, covering the area of Music, which is valid through June 30, 1994.
2. At all times pertinent hereto, the Respondent was employed as a Band Director at Satellite High School in the Brevard County School District.
3. The Respondent does not admit but elects not to contest the allegations set forth in the Petitioner's Administrative Complaint, which are incorporated herein and made a part of this agreement.
4. The Respondent agrees to accept a written reprimand from the Education Practices Commission ("EPC"). A copy of the reprimand shall be placed in the Respondent's certification file with the Department of Education and in his personnel file with the Florida County School District, where he is or will be employed.
5. The Respondent agrees to submit to an evaluation by a licensed psychiatrist, psychologist, or mental health counselor, within sixty (60) days, mutually acceptable to the

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EPC and the Respondent. The Respondent must obtain and submit to the EPC an unconditional release from the above-mentioned licensed psychiatrist, psychologist, or mental health counselor, certifying that the Respondent does not represent a threat to the safety or well-being of students under his supervision or care, and is able to perform his educational and administrative duties in an acceptable and satisfactory manner. The counselor who evaluates the Respondent shall be apprised of the allegations of the Administrative Complaint and consider those circumstances when making the professional determination regarding the Respondent. All expenses incurred in connection with the evaluation and treatment shall be borne by the Respondent.

6. The Respondent agrees that he shall be placed on probation for a period of five (5) years, commencing upon the issuance of the Final Order by the EPC accepting this Settlement Agreement. In the event that the Respondent's employment in the teaching profession is interrupted for any reason prior to the expiration of the probationary period, the probationary period shall be tolled until such time as the Respondent resumes employment as an educator in Florida. As conditions of the probation, the Respondent:

(a) shall contact the EPC within ten (10) days of the issuance of the Final Order accepting this Settlement Agreement) indicating the name and address of the school at which he is employed, 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 quarterly reports of the Respondent's performance, including but not limited to compliance with school rules and school district regulations and any disciplinary actions imposed upon

the Respondent by his immediate supervisor or by the school district during the 1st three (3) years of probation, if all quarterly reports are satisfactory, the Respondent must only provide annual evaluations during the remaining two (2) years;

(c) shall make arrangements for his immediate supervisor to provide the EPC with a true and accurate copy of each written performance evaluation or assessment prepared by his supervisor within ten (10) days of its issuance;

(d) shall satisfactorily perform his assigned duties in a competent, professional manner;

(e) shall violate no law and shall fully comply with all district and school board regulations, school rules and State Board of Education Rule 6B-1.006;

(f) shall submit to five (5) additional counseling sessions addressing the issues in the Administrative Complaint;

(g) shall not allow students from the school in which he is employed to babysit;

(h) shall have no contact, either personally, via telephone, or any other means intended to communicate with a student, outside of principal approved school functions or environment; and

(j) shall refrain from student contact within the school environment that is not for the purposes of his employment and a function of his role as an educator in the state of Florida.

7. The Respondent shall also pay a fine in the amount of two hundred and fifty dollars (\$250.00). to the EPC within sixty (60) days of the issuance of the Final Order accepting this Settlement Agreement.

8. In the event that the Respondent fails to comply with any term or condition of this agreement, the Petitioner will be authorized to file an Administrative Complaint seeking further sanctions or revocation of the Respondent's certificate, based upon violation of the terms of this Agreement set forth herein.

9. The parties acknowledge and the Respondent agrees that any costs associated with the fulfillment of the terms of this agreement and the terms of the Respondent's probation shall be the sole responsibility of the Respondent.

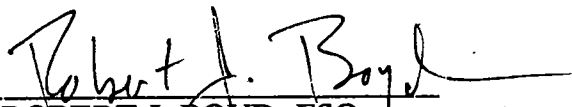
10. This agreement shall be void and shall have no force or effect unless it is signed by all parties or their designated representatives, and accepted by the EPC.

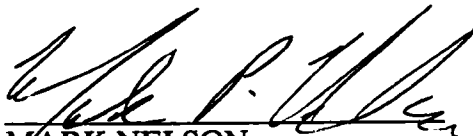
11. The Respondent acknowledges that he understands the provisions of the agreement, their legal effect, and his rights under Florida law to either a formal hearing on the allegations of the Administrative Complaint (before a Division of Administrative Hearings Officer) or an informal hearing before the EPC. The Respondent specifically waives his right to either a formal or informal hearing in this matter, with the exception that the Respondent may appear before the EPC in order to urge its adoption of this agreement. The Respondent further acknowledges that he is under no duress, coercion, or undue influence in the signing of this agreement, and that he has the opportunity to receive the advice of legal counsel prior to signing this agreement.

12. The parties agree that this Settlement Agreement shall be submitted to the EPC upon the parties' request that it be adopted as the Commission's final disposition of the charges set out in the Administrative Complaint filed against the Respondent in this proceeding. The Respondent understands that the EPC has the discretion to reject this

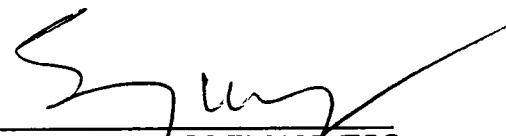
agreement and order a full evidentiary hearing regarding the allegations set forth in the Administrative Complaint, if, in the exercise of its discretion, it deems such an action to be necessary and appropriate. The Respondent waives all statutes and regulatory provisions concerning notice of hearing, and agrees that this Settlement Agreement may be presented to the EPC for consideration at its next regularly scheduled meeting, provided that the Respondent received legal notice of said meeting.

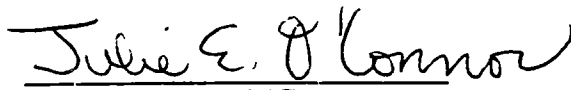
IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on this 15 day of June, 1994.

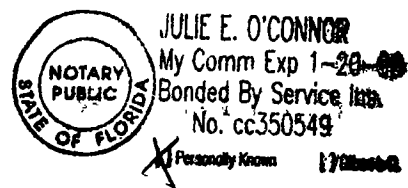

ROBERT J. BOYD, ESQ.
411 East College Avenue
Tallahassee, Florida 32301
(904) 222-3055
Attorney for the Petitioner


MARK NELSON
Respondent

SWORN TO AND SUBSCRIBED
before me, the undersigned
authority, by Mark Nelson
on this 15 day of June,
1994.

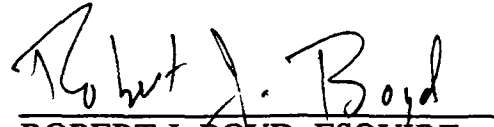

STANLEY WOLFMAN, ESQ.
Post Office Box 540513
Merritt, Island 32954-0153
Attorney for the Respondent


NOTARY PUBLIC
My Commission expires:



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing SETTLEMENT AGREEMENT has been furnished to STANLEY WOLFMAN, Post Office Box, 540513-0513, Merritt Island, Florida 32954-0513, by U.S. Mail on this 7th day of June, 1994.



ROBERT J. BOYD, ESQUIRE
Attorney for the Petitioner



FLORIDA DEPARTMENT OF EDUCATION

Doug Jamerson
Commissioner of Education

Karen B. Wilde, Ph.D.
Executive Director
Education Practices Commission

August 11, 1994

Mr. Mark Nelson
95 Carmen Street
Floridana Beach, Florida 32951

RE: Doug Jamerson vs. Mark Nelson
EPC #94-101-RT; Social Security # [REDACTED]

Dear Mr. Nelson:

The teacher panel of the Education Practices Commission, as you know, reviewed the matter pending against you on August 9, 1994. 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. Your actions cannot be condoned by the profession nor by 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 responsibility 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 sent to the Brevard County School Board for placement in your personnel file.

Sincerely,

Diane Porter
Presiding Officer

DP/sst

**PARTS OF THIS ADMINISTRATIVE COMPLAINT
ARE CONFIDENTIAL**

Contents of this file are confidential and exempt from public record. Confidential records may include such materials as:

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

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