

**STATE OF FLORIDA
EDUCATION PRACTICES COMMISSION**

**MANNY DIAZ, JR., as
Commissioner of Education**

Petitioner,

vs.

CASE NO. 223-1678

JAMES PATRICK HANNA,

Respondent.

_____ /

SETTLEMENT AGREEMENT

Petitioner and Respondent hereby stipulate and agree as follows:

1. **Certification.** Respondent holds Florida Educator's Certificate Number 672478 issued by the Department of Education covering the areas of History and School Principal, which is valid through June 30, 2027.
2. **Employment.** At all times pertinent hereto, Respondent was employed as the Superintendent of the Leon 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. **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. If applicable, this probationary period shall commence upon completion

of any previous and currently incomplete probationary period imposed by a Final Order issued by the Education Practices Commission. 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; OR, shall, within the first year of probation, take two (2) micro-credential courses in the area of education ethics offered by the National Education Association. Respondent shall submit documentation verifying successful completion with a passing score of the same to the Department of Education;

e. shall, within the probationary period, take a 3-credit hour college level course in the area of educational leadership. 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; OR, shall, within the probationary period, take two (2) micro-credential courses in the area of educational leadership, offered by the National Education Association. Respondent shall submit documentation verifying successful completion with a passing score of the 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.

6. **Fine.** Respondent agrees to pay a fine in the amount of \$1,000.00 to the EPC within the probationary period.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.

13. **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 _____ day of _____, 20____.

JAMES PATRICK HANNA

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is _____ personally known or produced _____ as identification [type of identification produced].

NOTARY PUBLIC
My commission expires:

BONNIE WILMOT
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ATTORNEY FOR RESPONDENT