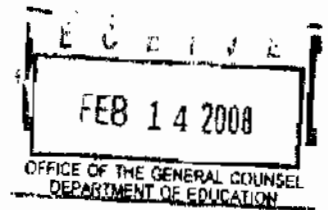


STATE OF FLORIDA
EDUCATION PRACTICES COMMISSION



JEANINE BLOMBERG, as
Commissioner of Education

Petitioner,

vs.

CASE NO. 067-2769-H

ROY SCOTT SACHSE,

Respondent.

SETTLEMENT AGREEMENT

Petitioner and Respondent hereby stipulate and agree as follows:

1. **Certification.** Respondent holds Florida Educator's Certificate Number 578553 issued by the Department of Education covering the areas of Physical Education, Adaptive Physical Education, and Driver Education which is valid through June 30, 2008.

2. **Employment.** At all times pertinent hereto, Respondent was employed as a Physical Education Teacher at Morgan Fitzgerald Middle School in the Pinellas 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;

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

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 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 Adolescent Child Development. The class may be taken in person, or from an accredited on-line source, and 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 6B-1.006; and

f. shall satisfactorily perform his 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, 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 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 (2004), 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.** 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.

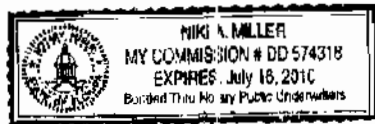
(SIGNATURES AND NOTARIZATION ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on this
11 day of February, 2008.

Roy Scott Sachse
ROY SCOTT SACHSE

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 11 day of
February, 2008, by Roy Scott Sachse
who is _____ personally known or produced FL DL
as identification [type of identification produced].



Niki A. Miller
NOTARY PUBLIC
My commission expires: 7/18/2010

Ronald G. Stowers

RONALD G. STOWERS
Assistant General Counsel
Suite 1244, Burlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400
Telephone (850) 245-0443
Facsimile (850) 245-9425

ATTORNEY FOR PETITIONER

ATTORNEY FOR RESPONDENT

**STATE OF FLORIDA
EDUCATION PRACTICES COMMISSION**

**JEANINE BLOMBERG, as
Commissioner of Education,**

Petitioner,

vs.

CASE NO. 067-2769-II

ROY SCOTT SACHSE,

Respondent.

ADMINISTRATIVE COMPLAINT

Petitioner, Jeanine Blomberg, as Commissioner of Education, files this Administrative Complaint against ROY SCOTT SACHSE. The Petitioner seeks the appropriate disciplinary sanction of the Respondent's educator's certificate pursuant to Sections 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 578553, covering the areas of Physical Education, Adaptive Physical Education and Driver Education, which is valid through June 30, 2008.
2. At all times pertinent hereto, the Respondent was employed as a Physical Education Teacher at Morgan Fitzgerald Middle School in the Pinellas County School District.

MATERIAL ALLEGATIONS

3. During the 2005-2006 school year the Respondent engaged in inappropriate conduct with a minor female student by threatening to pull her pants down for climbing on the bleachers. After investigation the Respondent was issued a letter of caution on September 28, 2005 directing him to conduct himself in a professional and ethical manner, and to never say anything to a student that could be misconstrued.
4. During the 2006-2007 school year the Respondent engaged in inappropriate conduct

regarding another minor female student in that he wrote her a note which read "Can you meet me by the dumpster tonight?" The Respondent gave the note to two other female students for delivery to the student in question.

5. On or about May 25, 2006, the Respondent stole a submarine sandwich from a retail establishment. The Respondent was arrested and charged with petty theft. The Respondent was permitted to enter a pretrial diversion program and on February 2, 2007, the Court dismissed the charges based upon Respondent's successful completion of the program.

The Petitioner charges:

STATUTE VIOLATIONS

COUNT 1: The Respondent is in violation of Section 1012.795(1)(c), Florida Statutes, in that Respondent has been guilty of gross immorality or an act involving moral turpitude.

COUNT 2: The Respondent is in violation of Section 1012.795(1)(i), 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 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.

COUNT 4: The allegations of misconduct set forth herein are in violation of Rule 6B-1.006(3)(e), Florida Administrative Code, in that Respondent has intentionally exposed a student to unnecessary embarrassment or disparagement.

COUNT 5: The Respondent is in violation of Rule 6B.1006(5)(m), Florida Administrative Code, in that Respondent has failed to self-report within forty-eight (48) hours to appropriate authorities (as determined by district) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, Respondent shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of Sections 943.0585(4)(c) and 943.059(4)(c), Florida Statutes.

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; 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 5 day of September, 2007.



JEANINE BLOMBERG, as
Commissioner of Education
State of Florida