



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

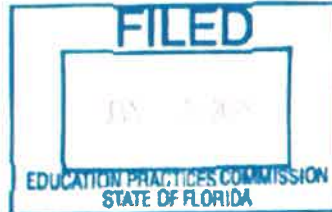
MANNY DIAZ, JR., as the
Commissioner of Education,

Petitioner,

vs.

WANDA J. COLLINS,

Respondent.



EPC CASE No.: 24-0582-RT
Index No.: 25-015-AS
PPS No.: 212-2800
Certificate No.: 1017871

Final Order

Respondent, WANDA J. COLLINS, holds Florida Educator's Certificate No.: 1017871.

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 January 23, 2025 in Tampa, 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 Final Order becomes effective upon filing.

DONE AND ORDERED, this 23rd day of January, 2025.



MASON LEWIS, Presiding Officer

COPIES FURNISHED TO:

Office of Professional Practices
Services

Bureau of Educator Certification

Superintendent
Broward County Schools
600 S.E. 3rd Ave.
Ft. Lauderdale, FL 33301-3125

Executive Director, Professional
Standards
Broward County Schools
600 S.E. 3rd Ave.
Ft. Lauderdale, FL 33301-3125

Lawrence Harris
Senior Assistant Attorney General

Julie Hunsacker, Clerk
Division of Administrative Hearings

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 sent by U.S. Certified Mail to: **WANDA J. COLLINS**, [REDACTED] Coconut Creek, Florida 33066; and by electronic mail to: **Charles T. Whitelock, Esq.**, charles@ctwpalaw.com and **Bonnie Wilmot, Esq.**, bonnie.wilmot@fldoe.org this 29th day of January, 2025.



Lisa Forbess, Executive Director
Acting Clerk
Education Practices Commission

STATE OF FLORIDA
EDUCATION PRACTICES COMMISSION

MANNY DIAZ, JR., as
Commissioner of Education

Petitioner,

vs.

CASE NO. 212-2800

WANDA J. COLLINS,

Respondent.

SETTLEMENT AGREEMENT

Petitioner and Respondent hereby stipulate and agree as follows:

1. **Certification.** Respondent holds Florida Educator's Certificate Number 1017871 issued by the Department of Education covering the areas of Humanities and Social Science, which is valid through June 30, 2026.

2. **Employment.** At all times pertinent hereto, Respondent was employed as a Mathematics Teacher at Crystal Lake Middle School in the Broward 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 one (1) year revocation of her 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 she does apply for a Florida educator's certificate after the period of revocation, she 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. **Probation.** Respondent agrees that she 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 her 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 her work site as well as the name, address and telephone number of her immediate supervisor;

b. shall make arrangements for her immediate supervisor to provide the EPC with a true and accurate copy of each written annual performance evaluation or assessment prepared by her 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 violate no law and fully comply with all district school board regulations, school rules, and State Board of Education Rule 6A-10.081; and

e. shall satisfactorily perform her duties in a competent, professional manner.

6. **Violation.** In the event Respondent fails to comply with each condition set forth herein, she agrees that the Petitioner shall be authorized to file an Administrative Complaint or a Notice of Violation with the EPC seeking sanctions against her Florida educator's certificate up to and including permanent revocation of her 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.

7. **Costs and Fees.** Respondent agrees that any costs associated with the fulfillment of the terms of this Settlement Agreement shall be her 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.

8. **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.

9. **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.

10. **Waiver of Rights.** Respondent understands provisions of this Settlement Agreement, their legal effect, and her 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 her right to both a formal and an informal hearing, except she may appear before the EPC in order to urge the adoption of this Settlement Agreement. Respondent further acknowledges that she is under no duress, coercion or undue influence to execute this Settlement Agreement and that she has had the opportunity to receive the advice of legal counsel prior to signing this Settlement Agreement.

11. **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.

12. **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)

WANDA J. COLLINS
Settlement Agreement
Page 4 of 4

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on this
23 day of October, 2024.

Wanda Collins
WANDA J. COLLINS

STATE OF Texas
COUNTY OF Hunt

The foregoing instrument was acknowledged before me this 23 day of
October, 2024, by Wanda Collins,
who is personally known or produced Driver License
as identification [type of identification produced].

Document Notarized using a Live Audio-Video Connection



Heather Mayo
NOTARY PUBLIC
My commission expires:

Charles T. Whitlock
BONNIE WILMOT
Deputy General Counsel
Suite 1544, Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400
Telephone (850) 245-0443
Facsimile (850) 245-9425

ATTORNEY FOR PETITIONER

The Petitioner charges:

STATUTE VIOLATIONS

COUNT 1: The Respondent is in violation of section 1012.795(1)(c), Florida Statutes, in that Respondent has proved to be incompetent to teach or to perform duties as an employee of the public school system or to teach in or to operate a private school.

COUNT 2: The Respondent is in violation of section 1012.795(1)(g), Florida Statutes, in that Respondent, upon investigation, has been found guilty of personal conduct that seriously reduces that person's effectiveness as an employee of the district school board.

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 5 day of February, 2024.

MANNY DIAZ, JR., as
Commissioner of Education
State of Florida