

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

LAKE COUNTY SCHOOL BOARD,

Petitioner,

vs.

Case No. 21-2124TTS

MARTEZ EDWARDS,

Respondent.

RECOMMENDED ORDER

Pursuant to notice, a final hearing was conducted in this case on September 8, 2021, via Zoom teleconference, before Lawrence P. Stevenson, a duly-designated Administrative Law Judge (“ALJ”) of the Division of Administrative Hearings (“DOAH”).

APPEARANCES

For Petitioner: Steven W. Johnson, Esquire
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For Respondent: Branden M. Vicari, Esquire
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STATEMENT OF THE ISSUE

The issue is whether Respondent’s employment with the Lake County School Board (“School Board”) should be terminated for the reasons stated in the School Board Superintendent’s letter dated June 16, 2021.

PRELIMINARY STATEMENT

By letter dated June 16, 2021, the School Board's Superintendent, Diane S. Kornegay, informed Respondent, Martez Edwards ("Respondent" or Mr. Edwards"), that she intended to recommend his termination from employment at the School Board meeting on June 28, 2021. Ms. Kornegay's letter stated the ground for her recommendation as follows, in relevant part:

It has come to the attention of the school board that you entered into a settlement agreement with the State of Alabama Board of Education. That settlement was signed by you on January 6, 2020 and by Eric Mackey, State Superintendent of Education on February 7, 2020. As a result of that settlement you received a letter of reprimand from the State of Alabama Department of Education and a directive to complete an anger management course and a NASDTEC^[1] course (Prevention and Correction). The State of Alabama Department of Education could not produce any records which verify completion of the assigned coursework. However, they were able to provide Lake County Schools with your letter of reprimand.

One question on the Lake County Schools employment application is "Have you ever been disciplined by any public agency responsible for licensure of any kind, including but not limited to education?" Another question from the certification application was "Have you ever had a proessional [sic] license or certificate sanctioned or discipline in this state or any other state?" Finally a third question asked "Have you ever had a professional license or professional certificate disciplined in this state or any other state by receiving a letter of reprimand, fine, probation or any other restriction or special condition?" You answer [sic] "NO" to all of these questions.

¹ NASDTEC is the acronym for the National Association of State Directors of Teacher Education and Certification.

School Board Policy (“po”) 3121, Conditions for Employment and Re-employment of Instructional Staff states the following:

False or misleading statements or answers or omissions made by a person in connection with seeking employment may bar a person from employment with the Board or, if discovered after employment, may result in disciplinary action, including termination upon the recommendation of the Superintendent and the approval of the Board. Each case shall be considered on its own merits.

You are found to have committed fraud under po8700 which is defined as:

“the intentional, false representation or concealment of a material fact in order to personally benefit or induce another to act to his/her detriment.”
“Fraud and fraudulent activity are strictly prohibited.”

The information provided by the State of Alabama Department of Education and omission of that information on the Lake County School district employment application and the Certification application for the state of Florida, proves you falsified information in order to gain employment with the District. Your violation of po3121 and po8700 also constitute a violation of po3210, Standards of Ethical Conduct and subsequently a violation of the following sections of Rule 6A-10.081, F.A.C.

2(C)1. Obligation to the profession of education requires that the District instructional staff member shall...
Maintain honesty in all professional dealings...

2(C)7. Shall not misrepresent one's own professional qualifications.

Your actions are in violation of po3121, po3210, po8700 and Rule 6A-10.081, F.A.C., which constitutes just cause for termination under Rule [6A-5.056], F.A.C., specifically Misconduct in Office which is defined as:

(b) A violation of the Principles of Professional Conduct for the Education Profession in Florida as adopted in Rule 6A-10.081, F.A.C.;

(c) A violation of adopted school board rules.

Based on the above findings and in accordance with Florida Statutes 1012.27(5) and po3140, your actions constitute Just Cause for Dismissal....

On June 28, 2021, Mr. Edwards timely requested a formal administrative hearing to contest the allegations of Ms. Kornegay's letter. On July 2, 2021, the School Board referred the case to DOAH for the assignment of an ALJ and the conduct of a formal hearing. The final hearing was originally scheduled for August 20, 2021. An unopposed motion to continue the hearing was granted and the hearing was rescheduled for September 8, 2021, on which date it was convened and completed.

At the hearing, the School Board presented the testimony of: Mr. Edwards; Chad Farnsworth, Assistant Superintendent for Human Resources for the School Board; Erin Marra, a Certification Specialist for the School Board; and David Myers, Supervisor of Employee Relations and Compensation for the School Board. The School Board's Exhibits 1, 3 through 5, and 8 were admitted into evidence by stipulation. Mr. Edwards testified on his own behalf and offered no exhibits into evidence.

The one-volume Transcript of the final hearing was filed with DOAH on September 24, 2021. Respondent's unopposed motion for an extension of the time for filing Proposed Recommended Orders was granted by Order dated September 29, 2021. In accordance with the Order granting extension, the parties timely filed their Proposed Recommended Orders on October 13, 2021.

FINDINGS OF FACT

Based on the evidence adduced at hearing, and the record as a whole, the following Findings of Fact are made:

1. During the 2020-2021 school year, Mr. Edwards was employed by the School Board, working as a physical education teacher and head football coach at East Ridge High School.
2. Mr. Edwards submitted his employment application to the School Board on or about March 13, 2020. The application required applicants to list their professional certifications. Mr. Edwards listed certifications in Mississippi and Georgia.
3. Mr. Edwards testified that he had also been certified in Alabama, Michigan, and South Dakota, but that his certifications in those states had expired. He testified that he did not include expired certifications on the employment application. The application did not specify whether applicants must list every certification they have ever held or only current certifications.
4. The employment application also asked several background questions, three of which are relevant to this case. The first question asked if the applicant has "[b]een investigated for misconduct related to your employment?" The second question asked if the applicant is "under investigation, or have you been charged with any violation of the Florida Code of Ethics for Education or any similar professional inquiry in any other state?" The third question asked if the applicant has "ever been disciplined by any public agency responsible for licensure of any kind, including but not

limited to educational licensure?” Mr. Edwards answered “no” to each of these questions.

5. At some time in the spring of 2021, the School Board received information that Mr. Edwards had been investigated for disciplinary infractions by the Alabama Department of Education (“Alabama DOE”). David Myers, Supervisor of Employee Relations for the School Board, testified that the matter came to his attention when he received a memorandum, dated April 29, 2020, from the Alabama Superintendent of Education to all city and county superintendents in that state. The memorandum contained a list of persons whose certificates had been disciplined. Mr. Edwards’s name was listed with the notations that he had received a letter of reprimand and was required to complete a NASDTEC “prevention and correction” course and an anger management course.

6. The School Board investigated the situation and obtained more details from the Alabama DOE. By certified letter dated January 15, 2020, Mr. Edwards had officially been notified that the Alabama DOE intended to take action against his Alabama Professional Educator Certificate pursuant to a provision of state law allowing the Superintendent of Education to act against a certificate holder who “has been guilty of immoral conduct or unbecoming or indecent behavior.” *See* Ala. Code § 16-23-5(a)(1975). While employed at Bessemer City High School in 2016, Mr. Edwards had been accused in two instances of crudely insinuating to students that he had a sexual relationship with their mothers and in a third instance of declining to follow instructions from his female athletic director in crude sexual terms.

7. Mr. Edwards was apparently aware of the allegations prior to the date of the certified letter because on January 6, 2020, he signed a Settlement Agreement with the Superintendent of Education in which he agreed to accept a letter of reprimand and agreed to complete at his own expense a NASDTEC course in “prevention and correction” and an anger management course within 120 days of the date the agreement was signed by all parties.

8. The settlement agreement included three signatories: Mr. Edwards; James R. Ward III, attorney for the Alabama DOE; and Eric C. Mackey, the Alabama Superintendent of Education. Mr. Edwards signed the agreement on January 6, 2020. Mr. Ward and Mr. Mackey did not sign the agreement until February 6 and February 7, 2020, respectively.

9. The School Board obtained a copy of the letter of reprimand, signed by Mr. Mackey. The letter was dated February 6, 2020. The copy obtained by the School Board indicated that it was the “Third Mailing” of the letter, which was sent certified, return receipt requested, to 217 Hemlock Drive, Stockbridge, Georgia 30281.

10. Mr. Edwards explained the situation in Alabama as follows. In December 2019, while teaching at a high school in Tennessee, he was recruited by a high school principal in Alabama for the position of head football coach. After some negotiation, he accepted the job. Mr. Edwards stated that he had not taught in Alabama since 2016 and that his Alabama teaching license had expired in 2018.

11. In January 2020, Mr. Edwards applied to reactivate his Alabama teaching license. During the application process, the Alabama DOE informed Mr. Edwards of the allegations regarding his behavior at Bessemer City High School in 2016. He was presented with the choice of contesting the allegations through an administrative hearing or accepting the offered settlement agreement.

12. Mr. Edwards denied the allegations. He testified that he chose the settlement agreement without admitting to the factual allegations against him because it was the fastest way to put the charges behind him. Mr. Edwards stated that Alabama is a “very competitive state” when it comes to football and it was important that he begin work immediately with the football team. He wanted to get his teaching license and begin coaching as soon as possible.

13. Mr. Edwards stated that, about a week after he signed the settlement agreement, he called the Alabama DOE to ask why his teaching license had yet to be granted. He was told that licensing could not go forward until the settlement agreement had been signed by all parties, including the attorney for the Alabama DOE and Mr. Mackey, the Superintendent.

14. While Mr. Edwards was waiting to hear from the Alabama DOE on his teacher's license, his fiancée was offered a job in Florida. They discussed the offer and decided to move together to Florida. Mr. Edwards began applying for jobs in Lake County.

15. Mr. Edwards testified that he never received confirmation of the settlement agreement, the letter of reprimand, or anything at all from the Alabama DOE. He testified that he had not lived at the Stockbridge, Georgia, address since 2019. His mailing address just before he moved to Florida was in Olive Branch, Mississippi, near Memphis, Tennessee.

16. Mr. Edwards testified that he only learned of the completed settlement agreement and the letter of reprimand when the School Board accused him of falsifying his application in 2021.

17. Mr. Edwards testified that he answered all questions on the School Board's employment application truthfully. Mr. Edwards stated that, at the time he completed the application, he was unaware of any "investigation" pertaining to misconduct related to his employment. He claimed to have been unaware that he had been charged with a violation of the Florida Code of Ethics for Education or any similar set of professional standards. He stated that he was unaware of having been disciplined by any public agency responsible for licensure because he had never received the executed settlement agreement or letter of reprimand from the Alabama DOE.

18. In attempting to explain his failure to include the Alabama DOE information in his application, Mr. Edwards pointed out that he had no motive to mislead the School Board and that he included information about his Alabama work experience in the application. Under "Contract Teaching

and/or Administrative Experience,” Mr. Edwards disclosed his employment in Alabama. He listed his principal/supervisor at Bessemer City High School, Ylonda Gray, and included her as a reference. The School Board contacted Ms. Gray, who responded that Mr. Edwards was a more than satisfactory employee and had no disciplinary or performance issues while at her school. Ms. Gray told the School Board’s reference checker that she would hire Mr. Edwards back “in a heartbeat.”² Mr. Edwards argued that opening his Alabama teaching career up to scrutiny in this fashion was contrary to the School Board’s allegation that he was attempting to conceal his disciplinary history.

19. Mr. Edwards also pointed out that he freely disclosed other negative employment information in his application to the School Board. He disclosed that he had been terminated as a head football coach at a high school in Mississippi and that he had been arrested for a crime for which the charges were dropped. He answered “yes” to application questions asking whether he had “failed to complete a contract for educational services in an educational or school-related position” and whether he “had a contract non-renewed, non-extended or been dismissed from employment.” Mr. Edwards argues that these open and voluntary disclosures on the School Board application corroborate his testimony that he answered all questions on the application truthfully, honestly, and without intention to deceive.

20. Based on all the evidence, it is found that, even if Mr. Edwards is credited with no intention to defraud or actively deceive the School Board in his application, he was at least attempting to finesse the Alabama situation in a way that was practically indistinguishable from deception. Mr. Edwards truthfully testified that he was unaware the settlement agreement had been executed and the letter of reprimand issued, apparently because the Alabama

² Ms. Gray’s response leads the undersigned to infer that the allegations about Mr. Edwards’s behavior in 2016 were made well after he left Bessemer City High School, because Ms. Gray seemed unaware of them. An alternative explanation would be that Ms. Gray was aware of the allegations but did not credit them.

DOE sent those documents to an old address.³ However, at the time he applied to the School Board, Mr. Edwards had signed the settlement agreement and accepted that he would receive a letter of reprimand and be required to complete two specified courses. Mr. Edwards knew that he was merely waiting for the Alabama DOE to take the final step of completing the execution of the settlement agreement and issuing the letter of reprimand.

21. Mr. Edwards testified that he had been told it was possible that the Alabama Superintendent of Education might reject the settlement agreement and press for more severe discipline; therefore, he had no way of knowing at the time of his School Board application whether he had been disciplined. Even accepting his testimony on this point, Mr. Edwards nonetheless knew that he had been investigated for misconduct and had been charged with a violation of Alabama's counterpart to the Florida Code of Ethics for Education.⁴ It was within Mr. Edwards's power to make full disclosure to the School Board as to his pending Alabama discipline even if he was unaware of its final outcome. His failure to make that disclosure amounts to misleading the School Board.

22. The preponderance of the evidence establishes that Mr. Edwards made misleading statements in connection with seeking employment with the School Board, in violation of po 3121.

23. The preponderance of the evidence establishes that Mr. Edwards failed to maintain honesty in all professional dealings, in violation of po 3210 and Florida Administrative Code Rule 6A-10.081(2)(c)1.

24. The preponderance of the evidence establishes that Mr. Edwards committed fraud in violation of po 8700, in the sense that he concealed a material fact from the School Board. As indicated above, Mr. Edwards shaded

³ On this point, it is reasonable to infer that it was Mr. Edwards's responsibility to ensure that the Alabama DOE had his current address and therefore reasonable to disregard his effort to use Alabama's lack of current information on his whereabouts as a defense.

⁴ Mr. Edwards's denial that he was aware of any investigation for misconduct or ethics violations is not credible.

the truth and interpreted his situation in Alabama in the manner most advantageous to himself. He did not actively misrepresent a material fact to the School Board, but he did conceal a matter that the School Board was entitled to know about before it hired him. He was less than completely forthcoming, and in a way that redounded to his personal benefit.

CONCLUSIONS OF LAW

25. DOAH has jurisdiction over the parties to and subject matter of this proceeding. §§ 120.569 and 120.57(1), Fla. Stat.

26. The School Board is a duly constituted school board charged with the duty to operate, control, and supervise all free public schools within the school district of Lake County, Florida, under section 1012.22, Florida Statutes.

27. During the 2020-2021 school year, Mr. Edwards was employed by the School Board as a football coach and teacher. The School Board seeks to terminate Mr. Edwards's employment and has the burden of proving the allegations set forth in its June 16, 2021, letter by a preponderance of the evidence, as opposed to the more stringent standard of clear and convincing evidence applicable to the loss of a license or certification. *Cropsey v. Sch. Bd. of Manatee Cnty.*, 19 So. 3d 351 (Fla. 2d DCA 2009), *rev. denied*, 29 So. 3d 1118 (Fla. 2010); *Cisneros v. Sch. Bd. of Miami-Dade Cnty.*, 990 So. 2d 1179 (Fla. 3d DCA 2008).

28. The preponderance of the evidence standard requires proof by evidence that "more likely than not" tends to prove a certain proposition. *See Gross v. Lyons*, 763 So. 2d 276, 289 n.1 (Fla. 2000).

29. Section 1012.33(1)(a) provides that a teacher's contract must contain provisions for dismissal during the term of the contract for "just cause," which includes "immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, or conviction of a crime involving moral turpitude," as those terms are defined by rule of the State Board of

Education. The School Board in this case has argued that Respondent's misconduct in office provides just cause for the termination of his employment contract.

30. The Superintendent's letter of June 16, 2021, finds that Respondent's actions constitute violations of po 3121, po 8700, po 3210, and rule 6A-10.081. The first cited School Board policy, po 3121, "Conditions for Employment and Re-employment of Instructional Staff," includes the following relevant language:

False or misleading statements or answers or omissions made by a person in connection with seeking employment may bar a person from employment with the Board or, if discovered after employment, may result in disciplinary action, including termination upon the recommendation of the Superintendent and the approval of the Board. Each case shall be considered on its own merits.

31. The second cited School Board policy, po 8700, "Anti-Fraud," states as follows, in relevant part:

This policy is implemented to make employees aware of activities that may be fraudulent, illegal, or otherwise unethical. The District will not tolerate such activities, and disciplinary measures will be implemented as appropriate.

32. The policy goes on to define "fraud" generally as "the intentional, false representation or concealment of a material fact in order to personally benefit or induce another to act to his/her detriment."

33. The third cited School Board policy, po 3210, "Standards of Ethical Conduct," is adapted from rule 6A-10.081, "Principles of Professional Conduct for the Education Profession in Florida." Both the policy and the rule include the substance of the following language, quoted from the rule and cited by the Superintendent's letter as a ground for dismissal:

(2) Florida educators shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual educator's certificate, or the other penalties as provided by law.

* * *

(c) Obligation to the profession of education requires that the individual:

1. Shall maintain honesty in all professional dealings.

* * *

7. Shall not misrepresent one's own professional qualifications.

34. It is well established under Florida law that determining whether alleged misconduct violates a statute or rule is a question of ultimate fact to be decided by the trier-of-fact based on the weight of the evidence. *Holmes v. Turlington*, 480 So. 2d 150, 153 (Fla. 1985); *McKinney v. Castor*, 667 So. 2d 387, 389 (Fla. 1st DCA 1995); *Langston v. Jamerson*, 653 So. 2d 489, 491 (Fla. 1st DCA 1995). Thus, determining whether alleged misconduct violates the law is a factual, rather than a legal, inquiry.

35. The School Board proved, by a preponderance of the evidence, that Mr. Edwards violated po 3121, po 8700, po 3210, and rule 6A-10.081(2)(c)1., by establishing that he failed to disclose the disciplinary matter that he knew to be pending before the Alabama DOE at the time he completed his employment application to the School Board. Mr. Edwards offered only unconvincing rationalizations for his failure to inform the School Board of the Alabama disciplinary matter.

36. The School Board has demonstrated, by a preponderance of the evidence, just cause in this matter to terminate Mr. Edwards's professional

services contract and dismiss him from employment for misconduct in office, as that term is defined in rule 6A-5.056(2)(b) and (c).⁵

RECOMMENDATION

Based upon the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that the Lake County School Board issue a final order terminating Mr. Edwards's professional services contract, and dismissing him from employment.

DONE AND ENTERED this 10th day of November, 2021, in Tallahassee, Leon County, Florida.



LAWRENCE P. STEVENSON
Administrative Law Judge
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Filed with the Clerk of the
Division of Administrative Hearings
this 10th day of November, 2021.

COPIES FURNISHED:

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⁵ The relevant text of the rule is set forth in the Superintendent's letter of June 16, 2021, quoted in the Preliminary Statement above.

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NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.