

MISSOURI STATE BOARD OF EDUCATION AGENDA ITEM: September 2020

**CONSIDERATION TO DISCIPLINE THE
LICENSE TO TEACH OF KATELYN BARR, CASE # HR 20-001**

STATUTORY AUTHORITY:

Section 168.071, RSMo

Consent Item Action Item Report Item

PRIORITY AREA

Educator Recruitment & Retention

SUMMARY

Section 168.071, RSMo, and 5 CSR 20-400.230 authorize the State Board of Education to discipline certificates of license to teach, and provides the State Board of Education the authority to informally resolve hearings, appeals, or other matters involving certificate holders by consent agreement, agreed settlement, or voluntary surrender of the certificate of license to teach.

Katelyn Barr held an initial PC certificate in the area of Physical Education, grades K-9 and grades 9-12 that was issued on April 1, 2015, and expired on February 10, 2019. Ms. Barr also held a content substitute certificate that expired on August 21, 2018.

On or about September 25, 2018, within the city of Independence, State of Missouri, Ms. Barr failed to provide necessary care to a student, who suffered a head injury during a physical education class Ms. Barr was responsible for supervising. Ms. Barr is certified in first aid, but failed to properly examine, assess, or care for the child, despite the fact that the child remained unconscious for several minutes.

On July 17, 2020, the Department of Elementary and Secondary Education received a Settlement Agreement between the Department of Elementary and Secondary Education and Katelyn Barr. The parties agreed to submit this settlement agreement to the State Board of Education for consideration.

PRESENTER

Margaret K. Landwehr, Chief Counsel, will participate in the presentation and discussion of this agenda item.

RECOMMENDATION

The Department recommends that the State Board of Education approve the settlement agreement and revoke Ms. Barr's teaching certificates or claims of certification pursuant to its authority under Section 168.071, RSMo.

**SETTLEMENT AGREEMENT BETWEEN THE
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
AND
KATELYN BARR**

Katelyn Barr (Barr) and the Missouri Department of Elementary and Secondary Education (Department) enter into this Settlement Agreement for the purpose of resolving the question of whether Barr's certificate to teach will be subject to discipline. Pursuant to § 168.071.11, RSMo, the parties hereto waive the right to a hearing before the Missouri State Board of Education (State Board) under § 168.071.1, RSMo. The Department and Barr jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 168.071.11, RSMo, and 5 CSR 20-400.230(8).

Barr acknowledges that she understands the various rights and privileges afforded her by law, including: (1) the right to a hearing of the charges against her; (2) the right to appear and be represented by legal counsel; (3) the right to have all charges proven upon the record by competent and substantial evidence; (4) the right to cross-examine any witnesses appearing against her at the hearing; (5) the right to present evidence on her behalf at the hearing; (6) the right to a decision upon the record of the hearing before the State Board, the Commissioner of Education, and/or the designee of the Commissioner of Education concerning the charges against her; (7) the right to a ruling on questions of law by the Hearing Officer and/or the State Board;

(8) the right to present evidence in mitigation of discipline; (9) the right to a claim for attorney fees and expenses; and (10) the right to obtain judicial review of the decision of the State Board.

Being aware of these rights provided to her by law, Barr knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to her.

Barr acknowledges that she has received a copy of documents that were the basis upon which the Department determined there was cause for discipline, along with citations to law and/or regulations the Department believes were violated. Barr stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Department that Barr's certifications as a teacher are subject to disciplinary action by the State Board in accordance with the provisions of Chapter 168, RSMo, as amended and 5 CSR 20-400.230.

The parties stipulate and agree that the disciplinary order agreed to by the Department and Barr in Part II herein is based only on the agreement set out in Part I herein. Barr and the Department jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to 5 CSR 20-400.230(8). Barr understands that the Department may take further disciplinary action against her based on facts or conduct not

specifically mentioned in this document that are either now known to the Department or may be discovered.

Based upon the foregoing, the Department and Barr herein jointly stipulate to the following findings of fact and conclusions of law and request the State Board to adopt these Joint Findings of Fact and Conclusions of Law as the State Board's Findings of Fact and Conclusions of Law.

I.

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the Department and Barr herein jointly stipulate:

1. The Department is an agency of the State of Missouri, created and established pursuant to §161.020, RSMo, for the purpose of administering and enforcing the provisions of Chapters 161 and 168, RSMo, governing public school personnel, including teachers and others.

2. Barr holds an Initial PC Certificate from the Department in the area of Physical Education, grades K-9 and 9-12, Educator ID [REDACTED]. Barr's Certificate was issued on April 1, 2015 and expired on February 10, 2019. Barr also holds a content substitution certificate, which was issued on August 21, 2014 and expired on August 21, 2018.

3. Barr's certification was current and valid at all times the acts alleged herein occurred.

4. Jurisdiction and venue are proper before the State Board pursuant to § 168.071, RSMo, and 5 CSR 20-400.230.

5. Section 168.071, RSMo, states, in pertinent part:

1. The state board of education may refuse to issue or renew a certificate; or may, upon a hearing, discipline the holder of a certificate of licensure to teach for the following causes:

(3) There is evidence of incompetence, immorality, or neglect of duty by the certificate holder.

6. State Regulation 5 CSR 20-400.230, provides, in pertinent part:

(1) The State Board of Education (the board) may discipline, refuse to issue, or renew a certificate of licensure to teach for any one (1) or combination of the following:

(C) Evidence of the certificate holder's incompetence, immorality, or neglect of duty;

(8) The board may suspend or revoke for a specified time, or indefinitely, a certificate of license to teach pursuant to the rules promulgated by the board.

7. Section 168.071.11, RSMo, provides: "Hearings, appeals or other matters involving certificate holders, licensees. . .pursuant to this section may be informally resolved by consent agreement or agreed settlement or voluntary

surrender of the certificate of license pursuant to the rules promulgated by the state board of education.”

8. 5 CSR 20-400.230(8) provides in pertinent part: “The board may also accept a voluntary surrender or informally settle a case through a consent agreement or agreed settlement.”

9. On or about September 25, 2018, within the city of Independence, State of Missouri, Respondent failed to provide necessary care to student [REDACTED], who suffered a head injury during a physical education class Respondent was responsible for supervising. Respondent is certified in first aid, but failed to properly examine, assess, or care for the child, despite the fact that the child remained unconscious for several minutes.

10. Barr’s conduct as set forth in paragraph 9 is evidence of her incompetence and neglect of duty, and constitutes cause to discipline her certificate pursuant to § 168.071.1(3), RSMo, and 5 CSR 20-400.230(1)(c) and (8).

II.

Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board in this matter under the authority of § 168.071.1 and .11, RSMo.

9. Barr's certifications as a teacher are hereby REVOKED and ALL INDICIA OF certifications SHALL BE SURRENDERED IMMEDIATELY upon this Settlement Agreement becoming effective.

10. Barr further agrees that after the surrender of her certificates, she will not seek another certificate to teach in the State of Missouri.

11. This Settlement Agreement does not bind the Department and/or the State Board or restrict the remedies available to it concerning any future violations by Barr of Chapter 168, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and condition of this Settlement Agreement.

12. This Settlement Agreement does not bind the Department and/or the State Board or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either not known to the Department and/or the State Board or may be discovered.

13. Each party agrees to pay all of their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

14. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in

writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

15. The parties to this Settlement Agreement understand that the Department will maintain this Settlement Agreement as an open record of the Department as required by Chapter 610, RSMo, as amended.

16. Barr, together with her heirs, assigns, agents, employees, representatives, and attorneys, does hereby waive, release, acquit, and forever discharge the Department and the State Board, its respective members, employees, agents, and attorneys including former members, employees, agents, and attorneys, of or from any and all liability, claims, actions, causes of action, demands, rights, damages, fees, costs, interest, loss of services, expenses, and compensation whatsoever, including, but not limited to, any claim for attorney's fees and expenses, any claims pursuant to §536.087, RSMo, as amended, or any claim arising under 42 U.S.C. §1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation, or from the negotiation or execution of this Settlement Agreement, whether or not now known or contemplated. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

17. This writing constitutes the entire understanding and agreement between the Department and Barr. No changes, alterations, modifications, or qualifications to the terms hereto shall be made or be binding unless in writing and signed by all parties.

18. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to the principles of conflicts of law.

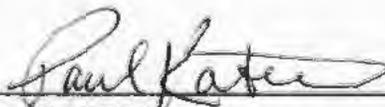
19. The parties each acknowledge that they have thoroughly read and reviewed the terms and provisions of this Settlement Agreement and are familiar with the same, that the terms and provisions contained herein are clearly understood by them and have been fully and unconditionally consented to by them, and that they have had the full benefit and advice of legal counsel of their own selection in regard to understanding the terms, meaning, and effect of this Settlement Agreement. The parties further acknowledge that this Settlement Agreement has been freely entered into by them, voluntarily, with full knowledge, and without duress, and that in executing this Settlement Agreement, the parties are not relying on any representations or statements either written or oral, express or implied made to them by one another or by any other person, and that the consideration received by them hereunder has been actual and adequate.

20. Barr understands this Settlement Agreement will be submitted to the State Board for approval.

21. This Settlement Agreement shall become effective on the date the State Board approves this Settlement Agreement. If the State Board does not approve this Settlement Agreement, then the Department may proceed to seek discipline against Barr as allowed by law.



KATELYN BARR



PAUL KATNIK
DEPARTMENT OF ELEMENTARY
AND SECONDARY EDUCATION

Date: 7/17/2020

Date: 7-20-20

ERIC S. SCHMITT
ATTORNEY GENERAL

By: 
Assistant Attorney General

Date: July 17, 2020