

**CONSIDERATION TO DISCIPLINE THE
LICENSE TO TEACH OF MICHAEL G. CRAIG, CASE # HR 14-020**

STATUTORY AUTHORITY:

Section 168.071, RSMo

Consent
Item

Action
Item

Report
Item

DEPARTMENT GOAL NO. 3:

Missouri will prepare, develop, and support effective educators.

SUMMARY:

Mo. Rev. Stat. §168.071 (2013) authorizes the State Board of Education to discipline certificates of license to teach, which includes the authority to resolve issues by consent agreement or agreed settlement or voluntary surrender of the certificate of license. 5 CSR 20-400.230 provides that the State Board of Education may accept a voluntary surrender or informally settle a case through a consent agreement or agreed settlement.

Michael G. Craig currently holds lifetime certificates of license to teach in the areas of health, grades 7-12; industrial arts, grades 7-12; and physical education, grades 7-12.

On May 21, 2014, a Settlement Agreement Between the Department of Elementary and Secondary Education and Michael G. Craig was received. The parties have agreed that this settlement agreement should be submitted to the State Board of Education for consideration.

PRESENTER(S):

Mark Allan Van Zandt, General Counsel, will participate in the presentation and discussion of this agenda item.

RECOMMENDATION:

It is recommended that the State Board of Education revoke Michael Craig’s certificate based upon the settlement agreement submitted by the Department of Elementary and Secondary Education and Mr. Craig.

**SETTLEMENT AGREEMENT
BETWEEN THE
DEPARTMENT OF ELEMENTARY
AND SECONDARY EDUCATION
AND
MICHAEL G. CRAIG**

Michael G. Craig (“Craig”) and the Missouri Department of Elementary and Secondary Education (“the Department”) enter into this Settlement Agreement for the purpose of resolving the question of whether Craig’s certificate to teach will be subject to discipline. Pursuant to § 168.071.11, RSMo (Cum. Supp. 2013), the parties hereto waive the right to a hearing before the Missouri State Board of Education (“State Board”) under § 168.071.1, RSMo (Cum. Supp. 2013). The Department and Craig jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 168.071.11, RSMo (Cum. Supp. 2013), and 5 CSR 20-400.230(8).

Craig acknowledges that he understands the various rights and privileges afforded him by law, including: (1) the right to a hearing of the charges against him; (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 him at the hearing; (5) the right to present evidence on his

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 him; (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 him by law, Craig 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 him.

Craig acknowledges that he 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. Craig stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Department that Craig's certification as a teacher is 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 Craig in Part II herein is based only on the agreement set out in Part I herein. Craig 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). Craig understands that the Department may take further disciplinary action against him 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 Craig 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 Craig herein jointly stipulate to the following:

1. The Department is an agency of the State of Missouri, created and established pursuant to § 161.020, RSMo,¹ for the purpose of

¹All statutory citations are to the 2000 Missouri Revised Statutes as amended unless otherwise indicated.

administering and enforcing the provisions of Chapters 161 and 168, RSMo, governing public school personnel, including teachers and others.

2. Craig currently holds a lifetime certificate of license to teach in the areas of health, grades 7-12, industrial arts, grades 7-12, and physical education, grades 7-12 (“certificate”).

3. Craig’s certificate is, and was, current and valid at the times the acts alleged herein occurred.

4. Jurisdiction and venue are proper before the State Board pursuant to § 168.071, RSMo (Cum. Supp. 2013), and 5 CSR 20-400.230.

5. Section 168.071, RSMo (Cum. Supp. 2013), authorizes the State Board to discipline a certificate holder and states in pertinent part:

1. The state board of education may . . . upon hearing, discipline the holder of a certificate of license to teach for the following causes:

(1) A certificate holder or applicant for a certificate has pleaded to or been found guilty of a felony or crime involving moral turpitude under the laws of this state, any other state, of the United States, or any other country, whether or not sentence is imposed;

. . .

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

6. 5 CSR 20-400.230 states in pertinent part:

(1) The State Board of Education (the board) may discipline. . . a certificate of license to teach for any one (1) or combination of the following:

(A) An individual has pled guilty or been found guilty of a felony or crime involving moral turpitude whether or not sentence is imposed;

...

(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. The board may also accept a voluntary surrender or informally settle a case through a consent agreement or agreed settlement.

7. Section 168.071.11, RSMo (Cum. Supp. 2013), 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. On or about October 2, 2009, Craig was found guilty of the class D felony of driving while intoxicated – persistent offender, under §§ 577.010

and 577.023, RSMo, in the Circuit Court of Clay County, Missouri, case number 06CY-CR01522-02.

9. As a result of Craig being found guilty in case number 06CY-CR01522-02, the court sentenced Craig to three years incarceration. However, the court suspended execution of the sentence and placed Craig on supervised probation for five years.

10. Cause exists to discipline Craig's certificate pursuant to § 168.071.1(1), RSMo (Cum. Supp. 2013), and 5 CSR 20-400.230(1)(A) because he was found guilty of driving while intoxicated - persistent offender, which is both a felony and an offense involving moral turpitude.

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 (Cum. Supp. 2013).

11. **Craig is hereby allowed to voluntarily surrender his teaching certificate in lieu of any other discipline that may be imposed by the State Board of Education.**

12. Craig further agrees that after the surrender of his certificate, he will not seek another certificate to teach in the State of Missouri.

13. 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 Craig of Chapter 168, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

14. 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 now known to the Department and/or the State Board or may be discovered.

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

16. 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.

17. 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.

18. Craig, together with his 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 liability, claim, actions, causes of action, fees, costs, expenses, and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, 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. 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

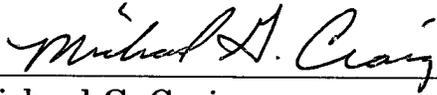
or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

19. Craig understands that this Settlement Agreement will be submitted to the State Board for approval.

20. This Settlement Agreement shall become effective on the date the State Board issues its order approving this Settlement Agreement. If the State Board does not approve this Settlement Agreement, then the Department may proceed to seek discipline against Craig as allowed by law.

21. Voluntary surrender of a teaching certificate pursuant to this agreement will not change, reduce, or in any other way affect retirement benefits for which Craig may otherwise be entitled.

Certificate Holder



Michael G. Craig

Date: 05/07/2014

Department of Elementary and
Secondary Education



Paul Katnik, Assistant Commissioner

Date: 5/21/14

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