

**CONSIDERATION TO DISCIPLINE THE  
LICENSE TO TEACH OF LAURA FIEDLER, CASE # HR 19-018**

**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.

Laura Fiedler holds a career continuous professional certificate in the area of Elementary Education, grades 1-6 that was issued on January 1, 2010, and expires on January 1, 2109.

On May 30, 2019, Fiedler entered an Alford Plea of guilty to the Misdemeanor, Violation of Sexually Oriented Business Requirements. Ms. Fiedler was sentenced to two years of unsupervised probation and received a suspended execution of sentence. Ms. Fiedler was also ordered to pay a \$500 fine and resign from the Springfield Public Schools.

On August 10, 2020, the Department of Elementary and Secondary Education received a Settlement Agreement between the Department of Elementary and Secondary Education and Laura Fiedler. 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. Fiedler’s teaching certificate pursuant to its authority under Section 168.071, RSMo.

**SETTLEMENT AGREEMENT BETWEEN THE  
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION  
AND  
LAURA FIEDLER**

Laura Fiedler (“Fiedler”) and the Missouri Department of Elementary and Secondary Education (“Department”) enter into this Settlement Agreement for the purpose of resolving the question of whether Fiedler’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 Fiedler 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).

Fiedler 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, if she prevails; 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, Fiedler 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.

Fiedler 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. Fiedler stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Department that Fiedler'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 Fiedler in Part II herein is based only on the agreement set out in Part I herein. Fiedler 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). Fiedler 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 Fiedler 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 Fiedler 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. Fiedler currently holds a Career Continuous Professional Certificate in the area of Elementary Education, grades 1-6. Fiedler's educator identification number is [REDACTED].

3. Fiedler's certificate 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 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;

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

6. State regulation 5 CSR 20-400.230 states, in relevant part:

(1) The State Board of Education (the board) may discipline, refuse to issue, or renew 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;

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

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- (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, 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 February 8, 2011, Springfield Police Department's Special Investigation Unit conducted a prostitution sting by setting up a "body rub" through a Backpage.com ad.

10. When the undercover officer arrived at the location for a "body rub," the officer was met by a person known as "Tasha."

11. The undercover officer negotiated with "Tasha" for a nude massage, which included a "frontal massage" in exchange for \$150. After giving the arrest signal, other officers entered the room.

12. "Tasha" agreed to speak and be interviewed by police.

13. "Tasha" explained a "frontal massage" was a nude massage and a handjob in exchange for cash. At the time of the interview, there was cash on a small table next to the massage table.

14. Fiedler's husband, Mark Fiedler ("M.F."), rented the rooms for the "frontal massages."

15. Potential clients contacted Fiedler or M.F. through online Craigslist ads or Backpage ads to set up massage appointments.

16. Fiedler participated and helped in the booking of these "frontal massage" appointments.

17. Fiedler and M.F. received \$35 for setting up each massage.

18. The money earned by Fiedler and M.F. for arranging these appointments was left at a predetermined spot and picked up at a later time.

19. On February 9, 2011, in an interview with police, Fiedler admitted to picking up the money that was left behind after these massages.

20. On or about February 6, 2012, Fiedler was charged with a class D felony of promoting prostitution in the third degree in violation of § 567.070, RSMo, for knowingly assisting.

21. On May 30, 2019, Fiedler entered an Alford Plea of guilty to the misdemeanor of Violation of Sexually Oriented Business Requirements, in violation of § 573.531, RSMo.

22. Fiedler was sentenced to two years of unsupervised probation and received a suspended execution of sentence. Fiedler was also ordered to pay a \$500 fine and resign from the Springfield Public Schools.

23. Fiedler's Alford Plea of guilty, sentencing, and all other associated documentation related to her violation of § 573.531, RSMo, are included as a part of Case No.1231-CR01005-01, *State of Missouri v. Laura A Fiedler*.

24. Fiedler's guilty plea is a crime involving moral turpitude and constitutes cause to discipline her teaching certificate under § 168.071.1(1) and 5 CSR 20-400.230(1)(A).

25. Fiedler's conduct, as described above, is evidence of her immorality and constitutes cause to discipline her teaching certificate pursuant to § 168.071.1(3), RSMo, and 5 CSR 20-400.230(1)(C).

## 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.

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

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

28. 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 Fiedler of Chapter 168, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and condition of this Settlement Agreement.

29. 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.

30. 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.

31. 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.

32. 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.

33. Fiedler, 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.

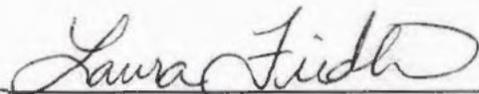
34. This writing constitutes the entire understanding and agreement between the Department and Fiedler. No changes, alterations, modifications, or qualifications to the terms hereto shall be made or be binding unless in writing and signed by all parties.

35. 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.

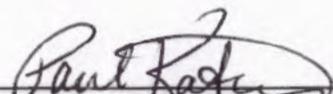
36. The parties each acknowledge that they have thoroughly read and reviewed the terms and provisions of this Settlement Agreement and are familiar with the same, that the terms and provisions contained herein are clearly understood by them and have been fully and unconditionally consented to by them, 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.

37. Fiedler understands this Settlement Agreement will be submitted to the State Board for approval.

38. 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 Fiedler as allowed by law.

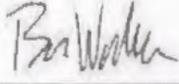
  
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 LAURA FIEDLER

Date: 8-5-2020

  
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 PAUL KATNIK, PH.D.  
 DEPARTMENT OF ELEMENTARY  
 AND SECONDARY EDUCATION

Date: 8-11-20

ERIC S. SCHMITT  
 ATTORNEY GENERAL

  
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 BENJAMIN WALKER  
 Assistant Attorney General

Date: August 10, 2020