

MISSOURI STATE BOARD OF EDUCATION AGENDA ITEM:	March 2017
<p>CONSIDERATION TO DISCIPLINE THE LICENSE TO TEACH OF STEPHANIE L. GENTSCH, CASE # HR 16-056</p>	

<p>STATUTORY AUTHORITY:</p> <p style="text-align: center;">Section 168.071, RSMo</p>	<input type="checkbox"/> Consent Item <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Report Item
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DEPARTMENT GOAL NO. 3:

Missouri will prepare, develop, and support effective educators.

SUMMARY:

Mo. Rev. Stat. §168.071 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. Rule 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.

Stephanie L. Gentsch currently holds lifetime certificates of license to teach in the areas of Art, grades K–12; and Elementary Education, grades K–8.

On December 3, 2012, Ms. Gentsch pled guilty and received a suspended execution of sentence (SES) to the Felony, DWI – Persistent Offender. Ms. Gentsch was placed on four years of supervised probation.

On December 13, 2016, a Settlement Agreement Between the Department of Elementary and Secondary Education and Stephanie L. Gentsch was received. Ms. Gentsch agreed to the revocation and surrender of her certificates of license to teach. The parties have agreed that this settlement agreement should be submitted to the State Board of Education for consideration.

PRESENTER:

William R. Thornton, General Counsel, will participate in the presentation and discussion of this agenda item.

RECOMMENDATION:

The Department recommends that the State Board of Education accept the settlement agreement and revoke Stephanie L. Gentsch’s teaching certificates pursuant to its authority under Mo. Rev. Stat. §168.071 (Supp. 2014).

**SETTLEMENT AGREEMENT
BETWEEN THE
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
AND
STEPHANIE L. GENTSCH**

Stephanie L. Gentsch (“Gentsch”) 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 Gentsch’s certificates to teach will be subject to discipline. Pursuant to Section 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 Section 168.071.1, RSMo Cum. Supp. 2013. The Department and Gentsch jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to Section 168.071, RSMo Cum. Supp. 2013, and 5 CSR 20-400.230.

Gentsch 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, Gentsch 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.

Gentsch 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. Gentsch stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Department that Gentsch'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 Gentsch in Part II herein is based only on the agreement

set out in Part I herein. Gentsch 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. Gentsch 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 Gentsch 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 Gentsch herein jointly stipulate to the following:

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

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

2. Gentsch possesses the Educator ID No. 184995 and currently holds Lifetime Certificates (“Certificates”) to teach in the area of Art, grades K through 12, and Elementary ED, grades K through 8.

3. Gentsch’s Certificates were, and are, current and valid at all times the acts alleged herein occurred.

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

5. Section 168.071 authorizes the Board to discipline a certificate 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[.]

6. 5 CSR 20-400.230 states in 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[.]

....

(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 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 December 3, 2012, Gentsch plead guilty to the Class D felony of driving while intoxicated – persistent offender, in violation of Section 577.010, and punishable upon conviction under Sections 558.011, 560.011, and 577.023, in the Circuit Court of Jackson County, Missouri, Case No. 1216-CR03223-01.

9. Gentsch had previously pled guilty to two other intoxication-related traffic offenses, on or about April 24, 2008 in Jackson County, Missouri and on or about April 14, 1983 in the City of Columbia, Missouri.

10. Section 577.010 states, in relevant part:
1. A person commits the crime of “driving while intoxicated” if he operates a motor vehicle while in an intoxicated or drugged condition.
11. Section 577.023 states, in relevant part:
- (5) A “persistent offender” is one of the following:
 - (a) A person who has pleaded guilty to or has been found guilty of two or more intoxication-related traffic offenses[.]
12. The Court ordered a Suspended Execution of Sentence (“SES”) and placed Gentsch on 4 years’ supervised probation.
13. The crime of driving while intoxicated, persistent offender status, constitutes cause for discipline under Section 168.071.1(1) and 5 CSR 20-400.230(1)(A). See *Robert M. Costello, Jr. v. Director of Department of Insurance, Financial Institutions and Professional Registration*, Mo. Admin. 11-2303 DI (Mo.Admin.Hrg.Comm.), 2012 WL 1245404.
14. Gentsch’s conduct that formed the basis for her December 3, 2012 guilty plea constitutes cause to discipline her teaching Certificates pursuant to Section 168.071.1(1) and 5 CSR 20-400.230(1)(A) 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 Section 168.071.1 and .11.

15. Gentsch’s Certificates as a teacher are hereby REVOKED and ALL INDICIA OF CERTIFICATION SHALL BE SURRENDERED IMMEDIATELY upon this Settlement Agreement becoming effective.

16. Gentsch further agrees that after the surrender of her Certificates, she will not seek another certificate to teach in the State of Missouri.

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

18. 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.

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

20. 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.


21. 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.

22. Gentsch, 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 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

Stephanie L. Gentsch

Department of Elementary and
Secondary Education

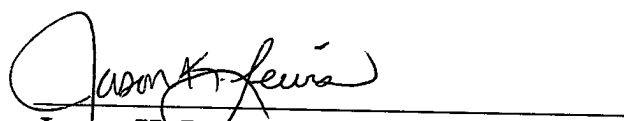

Stephanie L. Gentsch


Paul Katnik, Assistant Commissioner

Date: 11-30-16

Date: 12-15-16

CHRIS KOSTER
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Date: 12/09/2016