

**CONSIDERATION TO DISCIPLINE THE  
LICENSE TO TEACH OF GRAHAM TRAVIS MCGHEE, CASE # HR 13-011**

**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.

Graham Travis McGhee holds an Initial Professional Certificate of license to teach in the area of biology, grades 9-12.

On May 12, 2014, a Settlement Agreement Between the Department of Elementary and Secondary Education and Graham Travis McGhee 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 Graham McGhee’s certificate based upon the settlement agreement submitted by the Department of Elementary and Secondary Education and Mr. McGhee.

BEFORE THE  
MISSOURI STATE BOARD OF EDUCATION

MISSOURI DEPARTMENT OF ELEMENTARY )  
AND SECONDARY EDUCATION )  
P.O. Box 480 )  
Jefferson City, MO 65102 )

Petitioner, )

v. )

No. HR 13-011

GRAHAM TRAVIS McGHEE )  
4404 8<sup>th</sup> Street Terrace SW )  
Blue Springs, MO 64015 )

Respondent. )

**JOINT MOTION FOR CONSENT ORDER, AGREED SETTLEMENT,  
JOINT STIPULATION OF FACTS AND CONCLUSIONS OF LAW,  
WAIVER OF HEARING BEFORE  
THE MISSOURI STATE BOARD OF EDUCATION,  
AND JOINTLY AGREED UPON DISCIPLINARY ORDER**

Graham Travis McGhee (“McGhee”) and the Department of Elementary and Secondary Education (“the Department”) enter into this Joint Motion for Consent Order, Agreed Settlement, Joint Stipulation of Facts and Conclusions of Law, Waiver of Hearing before the Missouri State Board of Education (“State Board”), and Jointly Agreed Upon Disciplinary Order (“Agreed Settlement”) for the purpose of resolving the Complaint against McGhee in the above-captioned case. Pursuant to § 168.071.11, RSMo Supp.

2013, the parties move for a consent order of revocation, waive the right to a hearing before the State Board, the Commissioner of Education, and/or the designee of the Commissioner of Education, and waive the right to a decision in the above-styled case by the State Board under § 168.071.1, RSMo Supp. 2013. The parties jointly stipulate to the facts and consent to the imposition of discipline as set forth below. The Department and McGhee jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 168.071.11, RSMo Supp. 2013, and 5 CSR 20-400.230(8).

McGhee 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, McGhee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreed Settlement and agrees to abide by the terms of this document as they pertain to him.

McGhee acknowledges that he has received a copy of the Complaint that was filed in this case. For the purpose of resolving the dispute existing between the parties concerning the question of whether McGhee's certification is subject to discipline, McGhee stipulates that the factual allegations contained in this Agreed Settlement are true and stipulates with the Department that McGhee's certification 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 McGhee in Part II herein is based only on the agreement set out in Part I herein. McGhee and the Department jointly stipulate and agree that a final disposition of this matter may be effectuated as described

below pursuant to § 168.071.11, RSMo Supp. 2013, and 5 CSR 20-400.230(8). McGhee understands that the Department and/or State Board may take, or participate in, further disciplinary action against him based on facts or conduct not specifically mentioned in this document that may be discovered by the Department and/or the State Board. No further disciplinary action, aside from that set forth in this Agreed Settlement, may be taken against McGhee if the basis for the disciplinary action relates to, or is set forth in, DESE's Complaint filed in this case.

Based upon the foregoing, the Department and McGhee herein jointly stipulate to the following findings of fact and conclusions of law, for the purpose of settlement in this matter, 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**

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

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<sup>1</sup> All statutory citations are to the 2000 Missouri Revised Statutes, unless otherwise indicated.

2. McGhee holds a Missouri Initial Professional Certificate of license to teach in the area of Biology, grades 9-12 (“Certificate”).

3. The Department issued McGhee’s Certificate on December 10, 2010, and it expires on December 10, 2014.

4. Jurisdiction and venue are proper before the Missouri State Board of Education (“State Board”) pursuant to § 168.071, RSMo Supp. 2013, and 5 CSR 20-400.230(8).

5. Pursuant to § 168.071.1(3), RSMo Supp. 2013, the State Board may discipline the holder of a certificate of license to teach when “[t]here is evidence of incompetence, immorality, or neglect of duty by the certificate holder[.]”

6. Regulation 5 CSR 20-400.230 states, in pertinent 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:

....

(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 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. McGhee was employed by the Lone Jack Consolidated School District No. 6 (“School District”) as a teacher during the 2007-2008 and the 2008-2009 school years. During this time period, McGhee did not possess a valid teacher’s certificate. McGhee was also the high school girls’ basketball coach.

9. During the 2007-2008 school year, Student One was a 17 year old female student and a Senior at Lone Jack High School.

10. In and around October of 2007, McGhee began teaching Chemistry and Student One was in his class.

11. In the fall of 2007, McGhee began flirting with Student One, sent a message to her on Facebook, and then he began sending her text messages.

12. In November of 2007, McGhee asked Student One to be a teaching assistant for his Biology class.

13. During the winter and spring of 2008, the communication between McGhee and Student One increased, and they spent more time together after school and after basketball games. During this time, McGhee had inappropriate contact with Student One.

14. Student One graduated in May of 2008 and the relationship between McGhee and Student One continued. They were engaged for a time, but did not marry.

15. During the 2008-2009 school year Student Two was a senior and turned seventeen. She was in McGhee's science class and became his teacher's assistant and also the manager for the girls' basketball team.

16. In and around October, 2008, McGhee began sending text messages to Student Two. Between October, 2008 and February 2009, McGhee had inappropriate contact with Student Two. She was McGhee's teacher's assistant until December 2008.

17. Between on or about November 30, 2008, and on or about February 26, 2009, there were approximately twelve telephone calls between McGhee and Student Two.

18. Between on or about October 9, 2008, and on or about February 27, 2009, over 3,000 text messages were exchanged between McGhee and Student Two, and approximately 1325 of them coming from McGhee.

Numerous text messages were sent by McGhee during the school day as well as between the hours of midnight to 3:00 a.m. Some of the text messages that McGhee sent to Student Two were inappropriate.

19. McGhee voluntarily resigned his position in the School District on or about March 1, 2009. He was twenty-three years old at the time of his resignation.

20. Between on or about October 2007 until on or about March 1, 2009, while McGhee was employed with the School District and Students One and Two were students, McGhee had inappropriate relationships with improper conduct and contact with Students One and Two that was objectionable and evidenced misconduct, incompetency, and a neglect of duty.

21. McGhee's conduct in working as an uncertified teacher with the School District, between on or about October 2007 until on or about March 1, 2009, was a neglect of duty.

22. Lone Jack School Board Policy, GBH, regarding Staff/Student Relations states:

The relationship between professional staff members and students in the school district should be one of cooperation, understanding and mutual respect. All employees have the responsibility to provide an atmosphere conducive to learning, which should be accomplished through effective individual and group discipline. All students and staff will treat each other with respect.

\* \* \*

No employee may use his or her status as an employee to adversely influence a student of the district. No employee may date, make advances toward, or engage in any sexual relationship with a district student, regardless of the student's age, the perceived consensual nature of the relationship, where the advances are made or whether the employee directly supervises the student. Further, no employee may discuss or plan a future romantic or sexual relationship with a student.

23. McGhee's conduct, as set forth above in paragraphs 11, 13, 16, 17, 18, 20, and 21, individually and collectively, violates School District policies and is evidence of his incompetence and neglect of duty, providing cause to discipline his Certificate to teach pursuant to § 168.071.1(3), RSMo Supp. 2013, and 5 CSR 20-400.230 and providing cause to accept McGhee's voluntary surrender of his Certificate.

## II. Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate to the resolution of this matter under the authority of §§ 168.071.1 and .11, RSMo Supp. 2013, as follows:

1. The parties jointly request that the State Board issue a consent order finding that grounds exist under § 168.071.1(3), RSMo, and 5 CSR 20-400.230(1)(C) to discipline McGhee's Missouri Certificate of license to teach.

2. Based upon McGhee's voluntary surrender of his Certificate as a teacher and upon the State Board's approval of this Agreed Settlement and its issuance of a consent order, McGhee's certification as a teacher is revoked and all indicia of certification shall be surrendered immediately upon this Agreed Settlement becoming effective.

3. McGhee further agrees that after the date of the issuance of the consent order, he will not seek another certification from the State Board for at least five years.

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

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

6. The terms of this Agreed Settlement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Agreed Settlement 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.

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

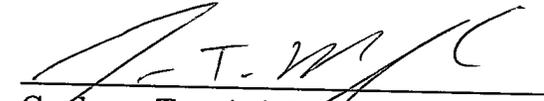
8. McGhee, together with his heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the Department, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, 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 Agreed Settlement. The parties acknowledge that this paragraph is severable from the remaining portions of the Agreed Settlement 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.

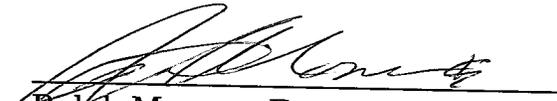
9. McGhee and DESE jointly request that the State Board approve this Agreed Settlement and that the State Board accept McGhee's voluntary surrender of his Missouri Certificate as a teacher and thereby revoke McGhee's Missouri Certificate of license to teach. This Agreed Settlement shall go into effect on the date the State Board issues a consent order approving this Agreed Settlement.

10. If the State Board does not approve this Agreed Settlement, then the Department may proceed to seek discipline against McGhee as allowed by law.

LICENSEE

  
Graham Travis McGhee

Date: 4/29/14

  
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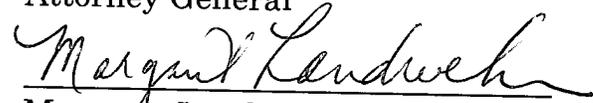
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Department of Elementary and  
Secondary Education

  
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