

**CONSIDERATION TO DISCIPLINE THE
LICENSE TO TEACH OF LAURA SHIRLEY, CASE # HR 14-018**

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.

Laura Shirley currently holds a Missouri Career Continuous Professional Certificate to teach in the area of elementary education, grades 1-6.

On May 9, 2014, a Settlement Agreement Between the Department of Elementary and Secondary Education and Laura Shirley 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 Laura Shirley’s certificate based upon the settlement agreement submitted by the Department of Elementary and Secondary Education and Ms. Shirley.

SETTLEMENT AGREEMENT
BETWEEN THE
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
AND
LAURA SHIRLEY

Laura Shirley (“Shirley”), formerly Laura Leonardo, and the Department of Elementary and Secondary Education (“the Department”) enter into this Settlement Agreement for the purpose of resolving the question of whether Shirley’s Certificate to teach will be subject to discipline. Pursuant to § 168.071.11, RSMo 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 Supp. 2013. The Department and Shirley 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).

Shirley 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, Shirley 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.

Scope and Effect of Stipulations and Admissions

Solely for the purpose of resolving the dispute existing between the parties concerning the question of whether Shirley's Certificate is subject to discipline, Shirley stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Department that Shirley's Certificate is subject to the disciplinary action by the State Board of Education as set out below in accordance with the relevant provisions of Chapter 168, RSMo, as amended.

This stipulation and the admissions contained in this Settlement Agreement are made solely for the purpose of resolving the dispute between

the parties to this agreement. The parties stipulate and agree that the disciplinary order agreed to by the Department and Shirley in Part II herein is based only on the agreement set out in Part I of this agreement. Shirley understands that the State Board may take further disciplinary action against her based on facts or conduct not specifically mentioned in this agreement that are either now known to the Department or may be discovered.

Based upon the foregoing, the Department and Shirley 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,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, unless otherwise indicated.

2. Shirley currently holds Missouri Career Continuous Professional Certificate to teach in the area of Elementary Education, grades 1-6. (“Certificate”).

3. Shirley’s Certificate was issued by the Department on May 13, 2011, and expires on May 13, 2110.²

4. Shirley’s Certificate was, and is, current and valid at all times the acts alleged herein occurred.

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

6. 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[.]”

7. 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:

....

² Shirley was originally issued a Professional Certificate for Elementary Education 1-6 on May 5, 2007. This certificate was upgraded to the Career Continuous Professional Certificate in May of 2011.

(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.

8. 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."

9. Shirley was employed by the Hollister R-V School District ("School District") as an elementary education teacher from 2008-2012.

10. Shirley resigned her position in the School District on or about June 30, 2012. Shirley was twenty-seven years old at the time of her resignation.

11. Shirley stipulates to having inappropriate contact with a high school student of the School District from 2010-2011.

12. Shirley's conduct, as set forth above in paragraphs 9-11 is evidence of her incompetence, immorality, and/or neglect of duty, providing

cause to discipline her Certificate to teach pursuant to § 168.071.1(3), RSMo Supp. 2013, and 5 CSR 20-400.230.

**II.
Joint Agreed Disciplinary Order**

13. Shirley's certification as a teacher is revoked and all indicia of certification shall be surrendered immediately. Shirley's certification as a teacher is hereby REVOKED and ALL INDICIA OF certification SHALL BE SURRENDERED IMMEDIATELY upon this Settlement Agreement becoming effective.

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

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

16. 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.

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

18. 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.

19. 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.

20. Shirley, together with her family, 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

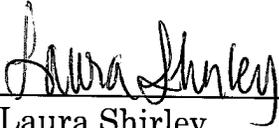
future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

21. Shirley understands that this Settlement Agreement will be submitted to the State Board for approval.

22. 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 Shirley as allowed by law.

ONE (1) SIGNATURE PAGE TO FOLLOW

LICENSEE



Laura Shirley

Date: April 24, 2014

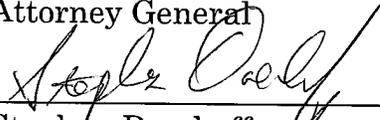
Department of Elementary and
Secondary Education



Paul Katnik, Ed.D.,
Assistant Commissioner

Date: 5/9/14

CHRIS KOSTER
Attorney General



Stephen Doerhoff
Assistant Attorney General