

**CONSIDERATION TO DISCIPLINE THE
LICENSE TO TEACH OF DARIEN B. TEETER, CASE # HR 14-019**

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.

Darien B. Teeter currently holds lifetime certificates in core curriculum, grades 7-9; English, grades 7-12; and social studies, grades 7-12.

On May 21, 2014, a Settlement Agreement Between the Department of Elementary and Secondary Education and Darien B. Teeter 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 Darien Teeter’s certificate based upon the settlement agreement submitted by the Department of Elementary and Secondary Education and Mr. Teeter.

**SETTLEMENT AGREEMENT
BETWEEN THE
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
AND
DARIEN B. TEETER**

Darien B. Teeter (“Teeter”) 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 Teeter’s certificates 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 Teeter 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).

Teeter 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, Teeter 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.

Teeter 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. Teeter stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Department that Teeter'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 Teeter in Part II herein is based only on the agreement set out in Part I herein. Teeter 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). Teeter 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 Teeter 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 Teeter 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. Teeter currently holds a lifetime core curriculum certificate, grades 7-9, a lifetime english certificate, grades 7-12, and a lifetime social studies certificate, grades 7-12 (“Certificates”).

3. Teeter’s Certificates are, and were, 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 Cum. Supp. 2013, and 5 CSR 20-400.230.

5. Section 168.071, RSMo Cum. Supp. 2013, 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;

. . . .

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

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;

....

(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. In the case of any certificate holder who has surrendered or failed to renew his or her license to teach, the State Board may refuse to issue or renew, or may suspend or revoke such certificate for any of the reasons contained in § 168.071, RSMo Cum. Supp. 2013. Section 168.071.9, RSMo Cum. Supp. 2013.

8. 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.”

9. On or about July 30, 2004, Teeter was found guilty of three counts of Assault-2nd Degree-Operating a Vehicle While Intoxicated Resulting in Injury, in violation of § 565.060, RSMo Cum. Supp. 2002, in the Circuit Court of Greene County, Missouri, Case No. 31303CF2071. Section 565.060, RSMo. Cum Supp. 2002, states:

1. A person commits the crime of assault in the second degree if he:

(4) While in an intoxicated condition or under the influence of controlled substances or drugs, operates a motor vehicle in this state and, when so operating, acts with criminal negligence to cause physical injury to any other person than himself[.]

10. As a result of Teeter’s conviction in Case No. 31303CF2071, the court, on July 30, 2004, sentenced Teeter to serve 7 years in state prison for 2 counts and 1 year in county jail for the third count. The execution of these prison and/or jail sentences were suspended. As a condition, Teeter was placed on five years of probation, spent 2 days of shock time in jail, and paid restitution costs.

11. In being convicted of three felony counts of Assault, in violation of § 565.060, RSMo Cum Supp. 2002, in Case No. 31303CF2071, Teeter was convicted of three felonies and was convicted of three crimes of moral turpitude.

12. Teeter's conviction of three felonies and of three crimes of moral turpitude constitutes cause to discipline his Certificates pursuant to § 168.071.1(1), RSMo Cum. Supp. 2013, and 5 CSR 20-400.230(1)(A) and (8).

13. Teeter's conduct of driving a motor vehicle while intoxicated resulting in the injury of three persons constitutes cause to discipline his Certificates pursuant to § 168.071.1(3), RSMo Cum. Supp. 2013, and 5 CSR 20-400.230(1)(C) 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 § 168.071.1 and .11, RSMo Cum. Supp. 2013.

14. **Teeter 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.**

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

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

17. 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.

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

19. 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

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

22. Teeter understands that this Settlement Agreement will be submitted to the State Board for approval.

23. 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 Teeter as allowed by law.

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

CERTIFICATE HOLDER

Department of Elementary and
Secondary Education



Darien B. Teeter

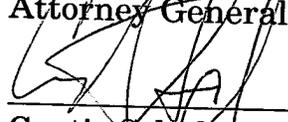
Date: 05-01-2014



Paul Katnik, Assistant Commissioner

Date: 5/26/14

CHRIS KOSTER
Attorney General



Curtis Schube, Bar # 63227
Assistant Attorney General

P.O. Box 899
Jefferson City, MO 65102
Telephone: 573-751-7728
Telefax: 573-751-5660

Attorneys for the Department