

MISSOURI STATE BOARD OF EDUCATION AGENDA ITEM:**June 2021****CONSIDERATION TO DISCIPLINE THE
LICENSE TO TEACH OF DALTON BRESHEARS, CASE # HR 21-006****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.

Mr. Breshears held a content substitute certificate that expired on June 11, 2017. Mr. Breshears also held an initial professional certificate in the area of Music-Instrumental, grades K-12, that expired on May 29, 2019.

Mr. Breshears was a teacher for the Purdy R-II School District from August 9, 2018, until he resigned his position on January 10, 2019. In December of 2018, Mr. Breshears wrote an inappropriate letter to a student.

On May 4, 2021, a Settlement Agreement Between the Department of Elementary and Secondary Education and Dalton Breshears was received. 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 Mr. Breshears' certificates or any claims for certification, pursuant to its authority under § 168.071, RSMo.

**SETTLEMENT AGREEMENT BETWEEN THE
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
AND DALTON BRESHEARS**

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

Breshears 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, if he prevails; 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, Breshears 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.

Breshears 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. Breshears stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Department that Breshears' 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 Breshears in Part II herein is based only on the agreement set out in Part I herein. Breshears 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). Breshears 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 Breshears 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 Breshears 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. Breshears held a Content Substitute Certificate from June 11, 2013, until its expiration on June 11, 2017. Breshears also held an Initial Professional Certificate in Music-Instrumental, grades K-12, from May 29, 2015, until its expiration on May 29, 2019 (collectively "Certificates"). Breshears' educator identification number is [REDACTED]

3. Breshears' certificates 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, 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:

(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:

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

7. For purposes of § 168.071.1(3), RSMo, "immorality" means "not in conformity with accepted principles of right and wrong behavior; contrary to the moral code of the community." *Howard v. State Board of Education*, 913 S.W.2d 887, 891 (Mo. App. S.D.1995), citing *Youngman v. Doerhoff*, 890 S.W.2d 330, 341 (Mo. App. E.D. 1994) (internal citations omitted).

8. 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.”

9. 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.”

10. Breshears was a teacher for the Purdy R-II School District from August 9, 2018, until Breshears resigned his position on January 10, 2019.

11. In December, 2018, Breshears wrote a student in the Purdy R-II School District a letter (“Letter”).

12. A copy of the Letter is attached hereto and incorporated by reference.

13. Breshears’ Letter to the student, stated, in part:

3. Your laugh melts my heart and break down every defense I have.
4. Your smile is second to none and all I want to do is make you happy so I can see it more.
13. On a scale of 1 to 10 you’re an 11.
14. Whats even more wild than that is you’re more beautiful on the inside than you are on the outside.

- 20. You always look amazing even after gym class, it's like you sweat glitter or something?!?!
- 21. Every color you wear goes with your eyes.
- 22. Perfect nose, enough said...
- 23. You bring more joy into my life.
- 25. You're more fun than a ball pit filled with m&m's. I mean honestly what could be more fun than that?
- 27. You have cute elbows. True story. Also I just made you smile! BET!
- 29. When I'm feeling down just seeing you brightens my day.
- 34. Being around you is better than an all inclusive vacation.
- 38. You're more fun than bubble wrap
- 39. Unless you were in bubblewrap...
- 40. Let's get some bubblewrap...
- 43. You make me nervous and give me the best kind of butterflies.
- 44. You are quirky AF and I love it!!!
- 45. I trust you fully and more than anyone in my life. I feel safe and real when I'm with you.
- 46. You know who you are and who you are not which is super sexy!

14. Breshears' conduct, as described above, is evidence of his immorality and constitutes cause to discipline his 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.

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

16. Breshears further agrees that after the surrender of his certificates, he 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 Breshears of Chapter 168, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and condition 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 not known to the Department and/or the State Board or may be discovered.

19. 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.

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. Breshears, together with his 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.

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

24. 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.

25. 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.

26. Breshears understands this Settlement Agreement will be submitted to the State Board for approval.

27. 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 Breshears as allowed by law.

Dalton Breshears
DALTON BRESHEARS

Date: 4/24/2021

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

Date: 5-5-21

ERIC S. SCHMITT
ATTORNEY GENERAL

Ben Will
Assistant Attorney General

Date: 5-4-21

[REDACTED]

There are approximately 100 mdms in a box so I have written 100 reasons why I believe you are as special as your favorite candy!

1. You're a gift to those around you
2. You're extremely smart and a fast learner
3. Your laugh melts my heart and breaks down every defense I have.
4. Your smile is second to none and all I want to do is make you happy so I can see it more
5. You are the most perfect version of yourself that you can be.
6. I have great respect for your strength and resolve even when life gets rough.
7. I love how positive you are towards everyone around you even when you are under the weather.
8. Your perspective on life is refreshing to hear and experience
9. You have a great sense of humor and you find me funny even when I'm not!
10. You are self-less and put everyone else's needs before your own.
11. You're helpful and genuinely care
12. Literally the best listener I've ever met, which is wonderful considering I talk a lot.
13. On a scale of 1 to 10 you're an 11.
14. What's even more wild than that is you're more beautiful on the inside than you are on the outside.

15. You are courageous in your convictions and passions.
16. You bring out the best in others, myself included.
17. I'm inspired by your inner fire and commitment to others.
18. You are a beam of sunlight in a dark and lonely world.
19. You are full of random knowledge which absolutely fascinates me.
20. You always look amazing, even after gym class, it's like you sweat glitter or something...!!
21. Every color you wear goes with your eyes.
22. Perfect nose, enough said...
23. You bring more joy into my life.
24. When you say "I meant to do that" I believe you... haha not!
25. You're more fun than a ball pit filled with midms, I mean, honestly, what could be more fun than that?
26. The things you don't like about yourself are the things that make you incredible.
27. You have cute elbows. True story... Also I just made you smile! BET!
28. You're better than a lifetime supply of super chunky choc. chip. cookie dough ice cream.
29. When I'm feeling down just seeing you brightens my day.
30. You are very kind to all which makes you one of a kind.
31. You should be thanked more often for all you do so thank you [redacted] for all you do for myself and others.
32. I have no doubt that someone's getting through a rough time right now because they know you've got their back.
 11. You can change, not anyone, ever.

Continued...

33. You're a great example to others.
34. Being around you is better than an all-inclusive vacation.
35. You seem to know exactly what to say at exactly the right time.
36. You have an appetite for learning and bettering yourself which is inspiring to me.
37. You would survive the zombie apocalypse, no doubt!
38. You're more fun than bubble wrap.
39. Unless you were in bubblewrap...
40. Let's get some bubblewrap...
41. You have a soothing and warm voice to listen to. I wish you'd narrate all my books and podcasts.
42. The people you love are the luckiest people in the world.
43. You make me nervous and give me the best kind of butterflies.
44. You are quirky AF and I love it!!!
45. I trust you fully, and more than anyone in my life. I feel safe and real when I'm with you.
46. You know who you are and who you are not which is super sexy!
47. You will be known by your yearbook as "most likely to keep being AWESOME!"
48. If they made a candle after you it would be called "Perfectly Imperfect" and it would smell like the fun of summer, the spice of fall, the sweetness of winter and the beauty of spring.
49. I treasure you and always will.
50. Don't ever change, for anyone, ever!