

CONSENT AGREEMENT BETWEEN  
JOSHUA C. ANDREWS  
AND  
THE STATE BOARD OF EDUCATION

Joshua C. Andrews  
OH3015785  
6/4/1983  
Consent Agreement

This Consent Agreement is entered into by and between Joshua C. Andrews (hereinafter Respondent) and the State Board of Education (hereinafter State Board), a state agency charged with enforcing Ohio Revised Code (O.R.C.) Chapter 3319.

Respondent voluntarily enters into this Consent Agreement being fully aware of his rights under O.R.C. Chapter 119, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein, and waives his rights under O.R.C. Chapter 119. Respondent acknowledges that he has been given the opportunity to review this Consent Agreement and has done so with his legal counsel, Kalniz, Iorio & Feldstein, Co. L.P.A.

The Consent Agreement is entered into on the basis of the following stipulations, admissions, and understandings:

**License(s), Certificate(s), or Permit(s) applied for or held:**

*Five-year professional multi age teaching license issued in 2009; and*

*Three-year pupil activity permit issued in 2008.*

**Conviction(s) or Conduct Unbecoming:**

*During the 2010-2011 school year, Respondent treated several students as his peers, and sent the students text messages which were too friendly and excessive in view of appropriate teacher-student boundaries and were therefore not appropriate.*

- A. The State Board is empowered to revoke, limit, or suspend a teaching certificate, license and/or permit if, at any time, the holder is convicted of a crime, found to be immoral, incompetent, negligent or guilty of other conduct unbecoming of his position.
- B. The State Board and Respondent enter into this Agreement before the parties have participated in a hearing under O.R.C. Chapter 119.
- C. The State Board reserves its right to institute further formal proceedings based upon other violations of O.R.C. section 3319.31 whether occurring before or after the effective date of this Consent Agreement.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth and in lieu of any further formal proceedings at this time, Respondent knowingly and voluntarily agrees with the State Board to the following terms:

APR 19 '11 AM 11:49

**Terms:**

**A. Administrative Reporting**

*Respondent, through his employer, is required to submit detailed reports every three months for a total of one year to the Ohio Department of Education, Office of Professional Conduct indicating whether the Respondent has engaged in any conduct unbecoming or any other conduct that violates Revised Code §3319.31 and the Licensure Code of Professional Conduct for Ohio Educators.*

*The reports are due June 1, 2011, September 1, 2011, December 1, 2011, March 1, 2012 and June 1, 2012. Respondent is required to submit these reports until the completion of the 2011-2012 school year.*

*If Respondent has not engaged in any conduct unbecoming or any other conduct that violates Revised Code §3319.31 or the Licensure Code of Professional Conduct for Ohio Educators, the reports must indicate that Respondent is in good standing with his employer.*

**B. Suspension of Pupil Activity Permit**

*In mitigation, Respondent voluntarily resigned his coaching positions and is not currently using his three-year pupil activity permit issued in 2008. Respondent is prohibited from performing any coaching activities or other duties within the State of Ohio that require a pupil activity permit through the Ohio Department of Education for the duration of his three-year pupil activity permit issued in 2008. Respondent's three-year pupil activity permit is valid until June 30, 2011.*

*Respondent is required to report this suspension on all future applications for licensure to be considered by the Ohio Department of Education.*

**C. Training**

*In mitigation, Respondent completed training on appropriate teacher-student boundaries, leaving work at the workplace, and transitioning back to teaching after paid administrative leave. Respondent provided verification of completion of the trainings from Workplace Resources to the Ohio Department of Education, Office of Professional Conduct on March 25, 2011.*

#### **D. Correspondence**

*All notifications, verifications and reports required by the terms of this Consent Agreement shall be presented on official letterhead and sent to: Ohio Department of Education, Office of Professional Conduct, Attn: Leona Skunza-Keith, Case Manager, 25 South Front Street, Mail Stop 104, Columbus, OH 43215.*


1. The disciplinary action covers all certificates, licenses and/or permits held by Respondent including those which may not be specifically listed in this Agreement. Respondent agrees to report any certificate, license and/or permit limitation or suspension to his employing school district, or any other employing agency, which requires certification through the Ohio Department of Education.
2. The disciplinary action shall not be held against Respondent on future applications if Respondent is not convicted of an offense enumerated in O.R.C. section 3319.31 or found to be immoral, incompetent, negligent or guilty of other conduct unbecoming of his position.
3. The Ohio Department of Education reserves the right to reinstate formal charges if it learns that Respondent has violated any of the terms and conditions of this Agreement, regardless of the point in time at which the information becomes known. Furthermore, the Ohio Department of Education reserves the right to pursue formal action if it learns, subsequent to the signing of this Agreement, that Respondent, prior to the signing of this Agreement, engaged in unbecoming conduct, as determined by the Ohio Department of Education, not specifically described in this Agreement.
4. Respondent shall not engage in any unbecoming conduct, as determined by the Ohio Department of Education, subsequent to the signing of this Agreement. Respondent agrees that failure to abide by the terms and conditions of this Agreement shall constitute unbecoming conduct under R.C. 3319.31 (B)(1).
5. Except for the enforcement of the Agreement, Respondent agrees to release the State Board and the Ohio Department of Education, its members, employees, agents, officers, and representatives jointly and severally from any liability arising from this matter.
6. Respondent agrees not to proceed with any action to recover attorney's fees from the State Board and the Ohio Department of Education, its members, employees, agents, officers, and representatives jointly and severally.
7. This document contains the entire agreement and understanding between Respondent and the State Board and supersedes and replaces all prior negotiations, proposed agreements, and agreements written or oral.
8. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the personal representatives, heirs, successors, assignees, and transferees of the parties.

9. Respondent acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered.
10. Respondent shall inform the Office of Professional Conduct in writing, within 30 days of any change in address and/or telephone number.
11. In the event that Respondent is arrested, summoned, indicted, convicted or pleads guilty or no contest to any offense other than a minor misdemeanor or a traffic offense, Respondent must notify the Office of Professional Conduct within two weeks. Any new information will be considered and the Department of Education reserves the right to re-open the Consent Agreement for further consideration. Failure to notify the Office within two weeks will be considered a violation of this Consent Agreement.
12. Respondent acknowledges that a copy of this Consent Agreement will be sent to his employing school district or other educational entity. It shall be the responsibility of Respondent to provide a copy of this Consent Agreement to any new, potential educational employer before his hire for the duration of this Agreement. This Consent Agreement's duration concludes on June 1, 2012.
13. This Agreement does not constitute an admission by Respondent.

This Consent Agreement shall be considered a public record as defined in O.R.C. section 149.43. Further, this information may be reported to appropriate organizations, data banks and governmental agencies. This Consent Agreement shall take effect when signed by all parties as indicated below.

  
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JOSHUA C. ANDREWS  
Respondent

4-18-11  
DATE

  
\_\_\_\_\_  
DEBORAH S. DELISLE  
Superintendent of Public Instruction

4/21/11  
DATE