



Mike DeWine, Governor
Dr. Stephanie K. Siddens, Interim Superintendent of Public Instruction

BEFORE THE STATE BOARD OF EDUCATION

IN THE MATTER OF: :
:
Megan R. Sowers :
:
STATE ID: OU1028850 :
:
CASE #: 2021OPC11608 :

CONSENT AGREEMENT

This Consent Agreement is entered into by and between Megan R. Sowers (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 her 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 her rights under O.R.C. Chapter 119.

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 high school teaching license issued in 2018; and

Five-year professional principal license issued in 2018; and

Five-year professional superintendent license issued in 2018.

Conviction(s) or Conduct Unbecoming:

On or about the week of May 2, 2021, Respondent engaged in conduct unbecoming to the teaching profession when, in an educational setting, she used a racial slur during a discussion with a parent and subsequently



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in a discussion with a teacher and students about her understanding of why others felt the racial slur was appropriate to use.

- A. The State Board is empowered to revoke, limit, or suspend an educator license, certificate, 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 her position.
- B. The State Board and Respondent enter into this Consent 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:

Terms:

A. Suspension

Respondent's five-year professional high school teaching license issued in 2018, five-year professional principal license issued in 2018 and five-year professional superintendent license issued in 2018 will be suspended from June 30, 2021 and until Respondent completes Terms B and C of Consent Agreement.

Respondent is prohibited from performing any educational activities, coaching activities, or other duties within the State of Ohio that require a license, certificate, or permit through the Ohio Department of Education during the suspension period.

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



B. Training

Prior to reapplication for any license, certificate or permit issued by the Ohio Department of Education, Respondent is required to and shall successfully complete eight (8) combined training clock hours of training on diversity, equity and inclusion training and sensitivity training and provide verification of completion. The training shall be relevant to the teaching profession and pre-approved by the Ohio Department of Education, Office of Professional Conduct prior to Respondent enrolling in and completing the training. Respondent is responsible for all costs and expenses associated with the training.

C. Community Service

The Ohio Department of Education acknowledges that Respondent has already completed sixteen (16) hours of community service which may be credited toward completion of this following term.

Respondent is required to and shall successfully complete sixteen (16) hours of community service.

If Respondent does not provide a signed Consent Agreement to the Ohio Department of Education that is either postmarked or received by July 29, 2022, then Respondent is required to and shall successfully complete forty (40) hours of community service prior to reapplication for any license, certificate or permit issued by the Ohio Department of Education.

The community service activity shall be approved by the Ohio Department of Education, Office of Professional Conduct prior to Respondent completing Respondent's hours. Respondent is required to send verification of completion of her community service hours to the Ohio Department of Education, Office of Professional Conduct prior to reapplication for any license, certificate or permit issued by the Ohio Department of Education.



D. Notification of Employment

Respondent must immediately notify the Ohio Department of Education, Office of Professional Conduct when Respondent becomes employed in any capacity that requires a license, certificate, or permit issued by the Ohio Department of Education, including employment as a substitute teacher, by any board of education of a school district, governing board or an educational service center, governing authority of chartered nonpublic school or other educational entity.

E. Administrative Reporting

Respondent, upon obtaining full-time employment with an educational entity or a long-term substitute teaching position, is required to submit, through Respondent's employer, detailed reports every three (3) months for a total of one (1) 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 due dates of these reports shall be determined after Respondent notifies the Ohio Department of Education, Office of Professional Conduct of Respondent's employment status as required in Term D.

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 Respondent's employer.



F. Correspondence

All notifications, verifications, and reports required by the terms of this Consent Agreement shall be presented on official letterhead of the aforementioned professionals and sent to: Ohio Department of Education, Office of Professional Conduct, Attn: Rayne Watson-Dennis, Paralegal, 25 South Front Street, Mail Stop 104, Columbus, OH 43215. To obtain pre-approval of any community service, training, mentoring, class, counseling, treatment, assessment, or evaluation that may be required under the terms of this Consent Agreement, please contact Rayne Watson-Dennis at Rayne.Watson-Dennis@education.ohio.gov.

1. The disciplinary action covers all licenses, certificates, and/or permits held by Respondent including those which may not be specifically listed in this Consent Agreement. Respondent agrees to report any license, certificate, and/or permit limitation or suspension to her employing school district, or any other employing agency, which requires certification through the Ohio Department of Education.
2. The Ohio Department of Education acknowledges that if there is a suspension applied to any of Respondent's current or expired licenses, certificates, or permits prior to the full execution of this Consent Agreement, payment that has already been remitted for Respondent's services during the suspension period does not constitute conduct unbecoming or a violation of O.R.C. section 3319.16.
3. 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 her position.
4. 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 Consent 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 Consent Agreement, that Respondent, prior to the signing of this Consent Agreement, engaged in unbecoming conduct, as determined by the Ohio Department of Education, not specifically described in this Consent Agreement.



Department of Education

Mike DeWine, Governor
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5. Respondent shall not engage in any unbecoming conduct, as determined by the Ohio Department of Education, subsequent to the signing of this Consent Agreement. Respondent agrees that failure to abide by the terms and conditions of this Consent Agreement shall constitute unbecoming conduct under R.C. 3319.31 (B)(1).
6. Except for the enforcement of the Consent 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.
7. 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.
8. 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.
9. This Consent 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.
10. Respondent acknowledges that she has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered.
11. Respondent shall inform the Office of Professional Conduct in writing, within 30 days of any change in address and/or telephone number for the duration of the terms of the Consent Agreement.
12. 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 for the duration of the Consent Agreement. 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 of Professional Conduct within two weeks will be considered a violation of this Consent Agreement.

Consent Agreement
Megan R. Sowers
Page 6 of 7



Department of Education

Mike DeWine, Governor
Dr. Stephanie K. Siddens, Interim Superintendent of Public Instruction

13. Respondent acknowledges that a copy of this Consent Agreement will be sent to her employing school district, sponsoring 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 her hire for the duration of this Consent Agreement.

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.

Megan Sowers (handwritten signature)

7/7/2022

MEGAN R. SOWERS
Respondent

DATE

AR (handwritten initials)

Stephanie K Siddens (handwritten signature)

07/08/2022

DR. STEPHANIE K. SIDDENS
Interim Superintendent of Public Instruction

DATE