

Marty M. Snyder, KS S.Ct. #11317  
Assistant Attorney General  
120 SW 10th Avenue, Second Floor  
Topeka, KS 66612-1597  
(785) 296-2215

**BEFORE THE KANSAS STATE BOARD OF EDUCATION**

In the Matter of the            )  
Professional License of        )  
Suzette Ramos,                 )  
Respondent                     )  
  )

Case No. 15-PPC-32

Pursuant to KSA 77-501, *et seq.*  
Kansas Administrative Procedure Act

**CONSENT AGREEMENT AND ORDER**

NOW, on this 14<sup>th</sup> day of December, 2016, the above-captioned matter comes before the Kansas State Board of Education [Board], by and through counsel Assistant Attorney General Marty M. Snyder, by agreement with Suzette Ramos [Respondent / Licensee], by and through counsel Michael E. Francis, Esq., and the Board for the purpose of resolving the above-captioned case.

**Findings of Fact**

Licensee hereby acknowledges the following facts for the purpose of resolving this matter:

1. Suzette Ramos, at all times relevant, has been a Licensed Kansas Teacher within the meaning of the Teaching and School Administration Practice Act, K.S.A. 72-8505, *et seq.*, and amendments thereto.
2. On or about February of 2014, Licensee was employed as a licensed teacher at USD 457 In Garden City, Kansas, at the Victor Ornealas Elementary School.
3. On February 25, 2014, she found a purse in the workroom / teachers'

lounge and took it to the school office. The school nurse identified the purse as belonging to Gabriela Moreno, a para-educator also employed at the elementary school.

4. Before office personnel could return the purse, Ms. Moreno went to the office and was informed it had already been turned in by Ms. Ramos.

5. That evening, when Ms. Moreno attempted to purchase groceries with her credit card, she discovered it was not in her purse. She searched for it but determined it was lost and contacted her credit card company to cancel it.

6. When she went to the bank on February 26, she learned that her card had been used five times at four locations the prior day by someone else.

7. Ms. Moreno contacted the Garden City Police Department and gave them a statement of the occurrence.

8. On March 11, police officers contacted her at school and showed her a photograph of the individual caught on security camera using her credit card at a gas station. Ms. Moreno identified Licensee as the person using her credit card. Police confirmed the license plate in the surveillance videotape as belonging to Licensee.

9. Police then contacted Ms. Ramos and she admitted she was the person in the video and that she had used the credit card belonging to Ms. Moreno several times that day. Among her claims was that she found the credit card in a parking lot where Ms. Moreno routinely parked but that Ms. Ramos rarely used, that she picked it up and intended to turn it in to the office or return it to Ms. Moreno but subsequently lost it, that her own credit card must have been in the same pocket and she pulled out the wrong one five of five times and used it by mistake despite the fact that her own card was blue and the one belonging to Ms. Moreno was yellow.

10. On March 12, Licensee apologized to Ms. Moreno for using her credit card numerous times but did not offer to pay her back.

11. On May 2, Licensee received a letter from the school principal recommending that her contract not be renewed for the following year. He has stated this was due to the incident with the credit card and he did not believe her statements that it was a mistake. The district's policy was to allow a non-renewed teacher to submit a letter of resignation that would remain on file with the non-renewal letter.

12. Licensee wrote a letter of resignation that was received by the district on May 5.

13. On May 27, Licensee submitted an application to upgrade her teaching license. The application was granted by the Department of Education with the new license expiring March 2, 2020.

14. On June 4, 2014, the School Board of USD 457 accepted Licensee's letter of resignation, although her contract would not have been renewed had she not submitted the letter.

15. Licensee was hired by the Liberal, Kansas, school district to work as a special education teacher for the 2014-2015 school year and the 2015-2016 school year.

16. Criminal charges were filed against Licensee in December of 2014, alleging misdemeanor counts of theft and criminal use of a financial card.

17. Licensee eventually stipulated to the accusations and entered a diversion agreement in February of 2015. One of the terms of the diversion was restitution of \$452.32 to Ms. Moreno, who was without those funds for a full year. Licensee

successfully completed the diversion agreement, and the criminal case dismissed on July 17, 2015.

18. On July 6, the Kansas Department of Education filed its complaint against Licensee, seeking revocation of her teaching license based on the criminal conduct.

19. On July 20, Licensee filed a timely request for hearing on the complaint.

### **Conclusions of Law**

The Board concludes that the above facts state violations of the following statutes and regulations:

**A. K.S.A. 72-8505(b) enabling adoption of the Code of Professional Responsibility and Competency for teachers.**

**B. K.A.R. 91-22-1a – Denial, suspension or revocation of license or public censure**

(a) Any license issued by the state board may be suspended or revoked, or the license holder may be publicly censured by the state board for misconduct or other just cause, including any of the following:

(3) conviction of any misdemeanor involving theft;

(11) entry into a criminal diversion agreement after being charged with any offense or act described in this subsection.

However, Licensee and the Board mutually desire to enter a Consent Agreement and Order in lieu of adjudicative proceedings to resolve this matter.

WHEREFORE, Licensee waives all rights to an adjudication of facts and law which could be determined pursuant to a hearing conducted in accordance with the Kansas Administrative Procedure Act in relation to Case No. 15-PPC-32.

WHEREFORE, Licensee waives the right to file a motion for reconsideration and all rights of appeal pursuant to the Kansas Judicial Review Act in relation to Case No. 15-PPC-32.

WHEREFORE, the Board and Licensee agree that Licensee's Kansas teaching license shall be suspended for a definite period of six months under the following terms and conditions:

(a) The effective date to begin the suspension shall be the date on which a majority of the members of the Kansas State Board of Education vote to approve this Consent Agreement and Order.

(b) The suspension shall expire on the 180<sup>th</sup> day after the effective date.

(c) Licensee's teaching license shall be reinstated automatically by operation of the calendar on the 180<sup>th</sup> day without a reinstatement application or hearing.

(d) Licensee shall remain under the Department's standard licensure and license renewal requirements that apply to all licensees for the purpose of practicing under this license and any future renewed or new Kansas teaching licenses. She shall complete any future licensure applications truthfully and fully. However, the criminal conduct that was the subject of this proceeding will not be addressed in any future disciplinary proceedings unless used as an aggravating factor in consideration of sanction. In other words, this Consent Agreement and Order shall have a *res judicata* effect on these facts.

(e) Licensee shall be responsible for any costs and expenses incurred in satisfying the terms of this Consent Agreement and Order.

(f) This Consent Agreement and Order shall not be effective unless it is accompanied by Exhibit 1, a fully executed Release by Licensee of the Kansas

Department of Education, the Kansas Board of Education, all Board, Commission or Committee members and all employees and authorized agents of the Department or Board from any liability for damages claimed by Licensee during the time Case No. 15-PPC-32 is and has been pending before the Board, including but not limited to the investigation, pleadings, hearing and post-hearing proceedings.

(g) Licensee understands that a notification of this Consent Agreement and Order shall be provided to any other state licensing board if Licensee is also licensed, registered or certified in another state and as otherwise required by law, including but not limited to standard Department and Board policies and the Kansas Open Records Act.

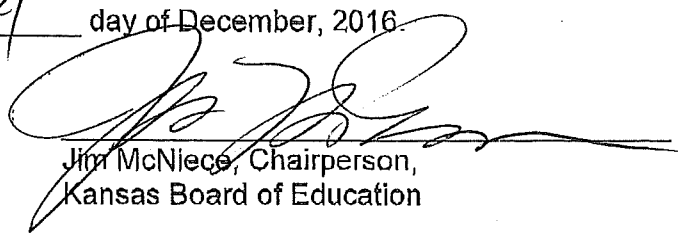
(h) This Consent Agreement and Order and attached Exhibit 1 constitute the entire agreement between Licensee and the Board and may be modified or amended only by written agreement signed by Licensee and the Board or an authorized designee of the Board.

WHEREFORE, Licensee consents to the submission of this Consent Agreement and Order to the Board and understands that, upon approval, this Consent Agreement and Order will become a Final Order of the Board.

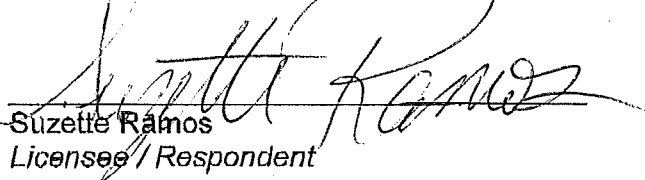
WHEREFORE, the Board agrees that, so long as Licensee complies with the above conditions, the Board will not initiate further disciplinary action against Licensee in relation to violations of K.S.A. 72-8505(b) and K.A.R. 91-22-1a as found in this matter.

WHEREFORE, the foregoing provisions are consented to, are hereby made the Final Order of the Kansas Board of Education and become effective on the date the Consent Agreement and Order is approved by the vote of a majority of Board members.

IT IS SO ORDERED this 14 day of December, 2016.

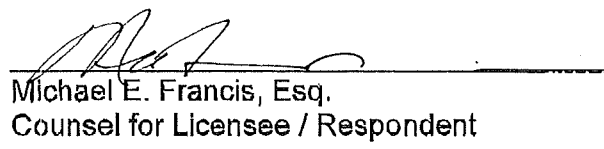
  
Jim McNiece, Chairperson,  
Kansas Board of Education

**APPROVED AND CONSENTED TO:**

  
Suzette Ramos  
Licensee / Respondent

12/8/2016  
Date

**REVIEWED AND APPROVED BY:**

  
Michael E. Francis, Esq.  
Counsel for Licensee / Respondent

12/12/16  
Date

**CERTIFICATE OF SERVICE**

This is to certify that on this 14<sup>th</sup> day of December, 2016, a true and correct copy of the above Consent Agreement and Order was deposited in the U.S. mail, first class postage prepaid, addressed to:

Michael E. Francis, Esq.  
434 S. Topeka Boulevard  
Topeka, KS 66603

Suzette Ramos  
207 S. 7<sup>th</sup> Street  
Garden City, KS 67846

and a copy sent by building mail to:

Marty M. Snyder  
Assistant Attorney General

 #14843  
For the Board

Marty M. Snyder, KS S.Ct. #11317  
Assistant Attorney General  
120 SW 10th Avenue, Second Floor  
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Case No. 15-PPC-32

    
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Kansas Administrative Procedure Act

**RELEASE AGREEMENT – Exhibit 1**

NOW, on this 14 day of December, 2016, the above-captioned matter comes before the Kansas State Board of Education [Board], by and through counsel Assistant Attorney General Marty M. Snyder, by agreement with Suzette Ramos [Respondent / Licensee], by and through counsel Michael E. Francis, Esq., and the Board for the purpose of resolving the above-captioned case.

For purposes of executing the attached Consent Agreement and Order, the parties, Kansas State Board of Education and Suzette Ramos, contract and agree as follows:

1. The parties are each represented by counsel and enter this Release Agreement willingly after receiving advice of counsel.
2. The attached Consent Agreement and Order resolves allegations pending against Ms. Ramos related to an incident that occurred in Garden City, Kansas, in February and March of 2014.



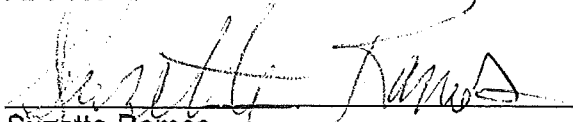
3. The Board agrees not to pursue further professional discipline against Ms. Ramos related to this incident. However, this matter may be used as an aggravating factor should any future complaints arise against the Respondent's professional teaching license.


4. Ms. Ramos agrees that the Consent Agreement and Order and this Release Agreement fully resolve any claims she may currently have against the Kansas Department of Education, the Kansas State Board of Education and any of their employees, volunteers, Committee or Commission or Board members or other authorized agents arising out of the Complaint in Case No. 15-PPC-32 that was filed against her teaching license July 6, 2015, including but not limited to the investigation, pleadings, hearing and post-hearing proceedings.

5. The parties agree that Licensee shall remain under the Department's standard licensure and license renewal requirements that apply to all licensees for the purpose of practicing under this license and any future renewed or new Kansas teaching licenses. She shall complete any future licensure applications truthfully and fully.

WHEREFORE, the foregoing provisions are consented to, are hereby attached as Exhibit 1 to the Consent Agreement and Order in this matter, which terms become effective on the date the Consent Agreement and Order is approved by the vote of a majority of Board members.

**APPROVED AND CONSENTED TO:**


  
Suzette Ramos  
Licensee / Respondent

  
Date


  
 \_\_\_\_\_  
 Jim McNiece, Chairperson,  
 Kansas State Board of Education

12/14/16  
 \_\_\_\_\_  
 Date

**REVIEWED AND APPROVED BY:**

  
 \_\_\_\_\_  
 Michael E. Francis, Esq.  
 Counsel for Licensee / Respondent

12/12/16  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Marty M. Snyder, Esq.  
 Counsel for Kansas State Board of Education

12-14-16  
 \_\_\_\_\_  
 Date