



# Oregon

Theodore R. Kulongoski, Governor

## Teacher Standards and Practices Commission

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November 28, 2007

Amy Hsuan  
West Metro News Bureau  
1675 SW Marlo Ave, Suite 325  
Beaverton, OR 97225

Re: Petition for Public Records Disclosure Order:  
TSPC investigations: Curtis John Berger & Richard Don Lorenzen

Dear Ms. Hsuan,

On November 14, 2007 you submitted Public Records request asking that the Attorney General to order the Teacher Standards and Practices Commission to make available for inspection, or to produce copies of, records related to the investigations and settlements involving Curtis John Berger and Richard Don Lorenzen.

On November 23, 2007 the Attorney General granted your request with regard to the settlement agreements, but denied your request for additional records.

Therefore, pursuant to that order, please find with this letter the settlement agreements that the Teacher Standards and Practices Commission entered into with Mr. Berger and Mr. Lorenzen, with minimal redactions as allowed by the Order.

Sincerely,

George T. Finch  
Coordinator of Professional Practices  
Teacher Standards and Practices Commission

File Memo

January 31, 2005

RE: RICHARD DON LORENZEN

On January 13, 2005, the Commission adopted this settlement agreement regarding Richard Lorenzen.

The resolutions adopted by the Commission were:

RESOLVED, that the Commission finds insufficient cause to justify holding a hearing pursuant to ORS 342.177.

RESOLVED FURTHER, that the Commission approve the attached settlement agreement.

RESOLVED FURTHER, that the Commission shall inform the complainants of this action.

Complaints were received from the following complainants:

██████████	April 30, 2002
██████████	May 6, 2002
██████████	May 6, 2002
██████████	May 7, 2002

**According to this settlement agreement, the investigation files including this agreement are confidential and not subject to inspection. TSPC may discuss the substance of this agreement with ██████████ only. This information is not to be disclosed to third parties unless compelled to do so by a court order or an order to disclose public records under ORS 192.450.**

*Mel*

*Not entered in NASDTEC  
Do not add to annual discipline list for 2005*

## RECITALS

1. This is an agreement between the Oregon Teacher Standards and Practices Commission, an agency of the State of Oregon, (hereafter, "TSPC") and Richard Don Lorenzen (hereafter, Mr. Lorenzen).
2. In December 2001 TSPC learned that Mr. Lorenzen was accused of sexually abusing two female students at the Oregon School for the Deaf during certain periods between 1979 and 1981 when Mr. Lorenzen was employed as supervisor of after-school dormitory programs at the school. On or about May 1, 2002, TSPC received a formal complaint containing those allegations.
3. Mr. Lorenzen denies the allegations in their entirety and asserts that TSPC has not received and does not have any evidence upon which a reasonable person would rely in support of any such allegation. He has reminded TSPC that he was not licensed by TSPC in any capacity prior to August 1980 and that, accordingly, TSPC does not have jurisdiction regarding any matter occurring prior to that date. He has also drawn to TSPC's attention that its own records demonstrate that his administrator's license has expired and that his teacher's license will expire December 28, 2004. Oregon State Police detectives have investigated the allegations twice within a period of 12 years and no charges were filed. Mr. Lorenzen has given notice of potential tort claim for damages that he has sustained in this matter if TSPC brings an action against him with uncertain jurisdiction, without credible evidence and with the knowledge that he is retired.
4. Taking into account the age of the allegations, the lack of corroborating evidence concerning events that allegedly occurred more than 22 years ago and Mr. Lorenzen's retirement as a professional educator, the parties agree that their mutual interests and the public interest are best served by the following agreement the terms of which are set forth below.

## TERMS AND CONDITIONS

1. TSPC and Mr. Lorenzen agree to the resolution of this disputed matter. The parties acknowledge that this agreement does not constitute any admission of wrongdoing on the part of itself, himself or the other party and neither party shall contend to the contrary.
2. Mr. Lorenzen's administrative license has expired and his teacher's license will expire December 28, 2004. Mr. Lorenzen has fully retired. By entering into this agreement he states to TSPC that he does not intend to seek or accept any position as an educator in any school, public or private, in Oregon or elsewhere. If Mr. Lorenzen changes his intent as it is described in this paragraph, TSPC may consider such change to be a breach of this settlement agreement.

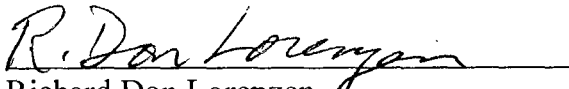
4. The parties, each in consideration of the promises of the other as set forth in this agreement, agree that Mr. Lorenzen will refrain from making claim against TSPC, its members, employees, agents or attorneys, upon any matter now known to him. TSPC agrees that it will refrain from taking any further action against the professional licensing of Mr. Lorenzen upon any matter or matters now known to it.

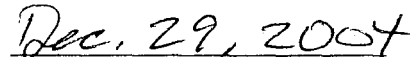
5. TSPC takes the position that its investigation files concerning this case, including this agreement, are confidential and not subject to inspection under ORS 342.1876(4). Except as provided in paragraph 6 of this agreement, TSPC agrees not to disclose this information to third parties unless it is compelled to do so by a court order or an order to disclose public records under ORS 192.450.


6. Mr. Lorenzen agrees that TSPC may discuss the substance of this agreement with the complainant, [REDACTED]. Mr. Lorenzen agrees that such limited disclosure would not constitute a violation of ORS 342.176(4) or of any of this legal rights.

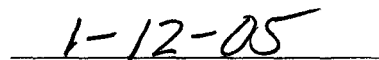
7. Upon breach of this agreement by either party, the other party may pursue any and all rights as if this agreement had not been established.

8. This agreement is subject to approval by the TSPC Commissioners. TSPC will submit this agreement for approval to TSPC at its next scheduled meeting following execution of this agreement. If the Commissioners fail to approve the agreement, neither party shall be bound by its terms and may pursue any and all rights as if the agreement had not been executed.

  
Richard Don Lorenzen

  
Dated

  
Victoria Chamberlain  
Executive Director, TSPC

  
Dated