

Looten, Kathy

Subject: Sunshine Law Request

From: "Reilly, Stephen" <sreilly@usatoday.com>

Date: October 11, 2016 at 2:58:16 PM CDT

To: "JEJUNGMANN@SPSMAIL.ORG" <JEJUNGMANN@SPSMAIL.ORG>

Subject: Sunshine Law Request

To whom it may concern:

This is a request for records pursuant to the Missouri Sunshine Law § 610.023 et seq. I am requesting a copy of the following records:

- Any settlement agreement, separation agreement, memorandum of understanding, or other documentation setting forth the terms of JEFFREY L TURNBOUGH's separation from employment at Springfield R-XII School District.

If possible, provide the responsive records in an electronic format via email to sreilly@usatoday.com.

If there are any fees for searching or copying these records, please inform me before filling this request. If you deny any or all of this request, please cite each exemption you feel justifies the denial and notify me of the appeal procedures available to me under the law.

As you are aware, pursuant to Mo. Rev. Stat. §610.023.3 "each request for access to a public record shall be acted upon as soon as possible, but **in no event later than the end of the third business day** following the date the request is received by the custodian of records of a public governmental body....If access to the public record is not granted immediately, the custodian shall give a detailed explanation of the cause for further delay and the place and earliest time and date that the record will be available for inspection."

Please do not hesitate to contact me by email or on my cell phone (610-547-0001) at any time if you would like to discuss the request or have any questions.

Sincerely,

Steve Reilly

Steve Reilly

Investigative Reporter
USA TODAY

7950 Jones Branch Drive, McLean, VA 22108

Office: (703) 854-3104 | Cell: (610) 547-0001

sreilly@usatoday.com



Engaging. Relevant. Personal.

John E. Jungmann, Ed.D.
Superintendent

October 14, 2016

Mr. Steve Reilly
c/o USA Today
sreilly@usatoday.com

Dear Mr. Reilly:

This letter will respond to your email dated Tuesday, October 11, 2016, which was received by me that day. Your request asks for certain public records pursuant to the Missouri Sunshine Statute as follows:

“Any settlement agreement, separation agreement, memorandum of understanding, or other documentation setting forth the terms of JEFFREY L TURNBOUGH’s separation from employment at Springfield R-XII School District.”

In order to be subject to disclosure under the Missouri Sunshine Law, documents must constitute “public records” of the “public governmental body.” In the case of the School District of Springfield, R-12, the “public governmental body” is the Board of Education for the School District of Springfield, R-12. The term “public governmental body” also includes certain other defined entities, including:

“(e) Any committee appointed by or at the direction of any of the entities and which is authorized to report to any of the above-named entities, any advisory committee appointed by or at the direction of any of the named entities for the specific purpose of recommending, directly to the public governmental body’s governing board or its chief administrative officer, policy or policy revisions or expenditures of public funds . . .”

The term “public records” is defined in Section 610.010(6) RSMo. as follows:

(6) “Public record”, *any record, whether written or electronically stored, retained by or of any public governmental body including any report, survey, memorandum, or other document or study prepared and presented to the public governmental body by a consultant or other professional service paid for in whole or in part by public funds; provided, however, that personally identifiable student records maintained by public educational institutions shall be open for inspection*

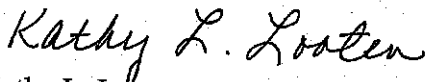
by the parents, guardian or other custodian of students under the age of eighteen years and by the parents, guardian or other custodian and the student if the student is over the age of eighteen years. *The term "public record" shall not include any internal memorandum or letter received or prepared by or on behalf of a member of a public governmental body consisting of advice, opinions and recommendations in connection with the deliberative decision-making process of said body, unless such records are retained by the public governmental body or presented at a public meeting.* [emphasis added]

Generally, the District will not provide you with any public documents which may be encompassed by your request and which are closed records under the Sunshine Law, Section 610.021 RSMo.

With this explanation in mind, the Board responds as follows to your request:

We are in the process of the reviewing the records requested and will have a response to you in no later than ten (10) business days.

Sincerely,



Kathy L. Looten
Executive Office Liaison/District Records Custodian

cc: Ransom A Ellis, III



*Engaging. Relevant. Personal.
Every Learner – Every Day*

October 25, 2016

Mr. Stephen Reilly
USA Today

Sent By Electronic Mail

Dear Mr. Reilly:

This email will respond to your email which was received by me on October 11, 2016. Your email requests certain public records pursuant to the Missouri Sunshine Statute. Your email requests the following:

“Any settlement agreement, separation agreement, memorandum of understanding, or other documentation setting forth the terms of Jeffrey L. Turnbough’s separation from employment at Springfield R-XII School District.”

In order to be subject to disclosure under the Missouri Sunshine Law, documents must constitute “public records” of the “public governmental body.” In the case of the School District of Springfield, R-12 (“District”), the “public governmental body” is the Board of Education for the District.

The term “public records” is defined in Section 610.010(6) RSMo. as follows:

(6) “Public record,” *any record*, whether written or electronically stored, retained by or of any public governmental body including any report, survey, memorandum, or other document or study prepared and presented to the public governmental body by a consultant or other professional service paid for in whole or in part by public funds, including records created or maintained by private contractors under an agreement with a public governmental body or on behalf of a public governmental body; provided, however, that personally identifiable student records maintained by public educational institutions shall be open for inspection by the parents, guardian or other custodian of students under the age of eighteen years and by the parents, guardian or other custodian and the student if the student is over the age of eighteen years. The term “public record” shall not include any internal memorandum or letter received or prepared by or on behalf of a member of a public governmental body consisting of advice, opinions and recommendations in connection with the deliberative decision-making process of said body, unless such records are retained by the public governmental body or presented at a public meeting. Any document or study prepared for a public governmental body by a consultant or other professional service as describe in this subdivision shall be retained by the public governmental body in the same manner as any other public record.” [emphasis added]

Response To Your Requests

Please accept the following response to the request contained in your email, which is noted above:

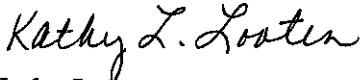
Response:

We interpret your request to be asking for a copy of any settlement agreement, separation agreement or memorandum of understanding which sets forth the terms of Jeffrey L. Turnbough's separation from employment with the "School District of Springfield, R-12." Attached you will find a copy of an Agreement and Release between Mr. Turnbough and the Board of Education for the District which was executed by Mr. Turnbough on December 9, 2011.

Other documents concerning Mr. Turnbough's employment with the District, which may or may not be encompassed by your request, are closed records pursuant to Sections 610.021(1), (3), (13) and (14), RSMo and will not be provided to you.

Thank you for your request.

Sincerely,



Kathy L. Looten
Records Custodian

cc: Ransom A. Ellis, III

KRAFT ADMINISTRATIVE CENTER

1359 E. SAINT LOUIS STREET - SPRINGFIELD, MISSOURI 65802-3409 - TELEPHONE 417/523-0026

AGREEMENT AND RELEASE

This Agreement is entered into this ^{9th} day of ~~December~~ 2011, between Jeffrey Len Turnbough, II and the Board of Education of the School District of Springfield, R-12 for following reasons:

1. Whenever the term "Turnbough" is used in this Agreement, it shall mean Jeffrey Len Turnbough and his heirs, personal representatives, assigns, attorneys, and agents.
2. Whenever the term "Board" is used in this Agreement, it shall mean the Board of Education for the School District of Springfield, R-12, and its present and former officers, members, agents, attorneys, servants, employees, successors, and assigns.
3. Whenever the term "District" is used in this Agreement, it shall mean the School District of Springfield, R-12, its Board, and all of their present and former officers, members, agents, attorneys, servants, employees, successors, and assigns.
4. Whenever the term "Charges" is used in this Agreement, it shall mean the Statement of Charges filed against Turnbough by the District on November 21, 2011.
5. Turnbough is a probationary teacher with the District, as that term is defined in Section 168.104(5) RSMo and as such has a Probationary Teaching Contract with the District for School Year 20011-12, through June 30, 2012 ("Teaching Contract") which is governed by the Missouri Teacher Tenure Act, Section 168.102 *et seq.*, RSMo.
6. Turnbough has elected to resign his employment with the District, effective December 31, 2011 and has provided the Board with an irrevocable written resignation to that effect. A copy of his irrevocable resignation letter is attached to this Agreement as "Exhibit A". Turnbough also requests that the Board consider his signature to this Agreement to constitute his voluntary and irrevocable resignation from employment with the District effective December 31, 2011. By the signature of its authorized representative to this Agreement, the Board accepts Turnbough's resignation from employment with the District, effective December 31, 2011.
7. Turnbough and District understand that Turnbough's resignation from employment as a probationary teacher with the District with the written consent of the Board, terminates his Probationary Teaching Contract for all purposes.
8. In exchange for Turnbough's resignation and the release set forth herein, the District and Board agree as follows:
 - A. Turnbough will continue to receive the wages and benefits he has been receiving pursuant to this current Probationary Teacher's Contract with the District through December 31, 2011; and,
 - B. The District will withdraw the Charges upon execution of this Agreement by both parties. Once withdrawn, a copy of the Charges will be placed in a sealed envelope in Turnbough's personnel file.
9. **Release Agreement** In consideration of District's agreements described in this Agreement, Turnbough, by his signature on this Agreement, agrees to release, acquit, and forever discharge the Board and the District, and each of them, from any and all claims, actions, damages, obligations and causes of action, in law or in equity, of every nature and description, known and unknown, which Turnbough now has or hereafter may have against the Board or the

District, arising out of his employment and subsequent separation from employment with the Board and District. Without limiting the foregoing, Turnbough further releases and discharges the Board and District from all claims he may have arising out of: Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, and its implementing regulations 34 C.F.R. Part 106; The Civil Rights Acts, 42 U.S.C. § 1981 through 42 U.S.C. § 1988; the Missouri Fair Employment Practices Act, Section 213.010, RSMo., *et seq.*; the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 and its Regulations, 34 C.F.R. Part 104; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act (ERISA), as amended, 29 U.S.C. § 1001, *et seq.*; and, the Family And Medical Leave Act, (FMLA) 29 U.S.C. § 2601 *et seq.*; the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621, *et seq.*; the Missouri Teacher Tenure Act, Section 168.102 *et seq.*; the Constitution of the United States of America; the Constitution of the State of Missouri; any other federal or state constitution, statute, law, provision, order, ordinance, regulation or guideline; any and all actions, omissions, and occurrences alleged to have been committed or to have taken place during his time of employment with the Board and District.

10. Turnbough agrees he has been given an opportunity to consult with his attorney and he executes this Agreement freely and the same is signed by him as his own free act and deed.
11. Turnbough and Board agree that this Agreement shall not constitute an admission by either of them of any illegal act or wrongdoing whatsoever.
12. Turnbough and Board agree that the actions and promises specified in this Agreement constitute good and sufficient consideration for the agreements and promises made by them in this Agreement.
13. Turnbough understands and agrees that this Agreement is considered by the law of the State of Missouri to be an open public record, and therefore subject to being publically released by the District, upon proper request made pursuant to the Missouri Sunshine Statute, Section 610.010 *et seq.* RSMo.
14. Turnbough and Board agree that this Agreement contains all the terms of the agreements reached between the parties; that there are no other terms to this Agreement unless they appear in this written document; that each of the provisions of this Agreement shall be enforceable independently of any other provision herein; and that, in the event any dispute arises under this Agreement, it is agreed between the parties that the law of the State of Missouri will govern the interpretation, validity and effect of this Agreement.

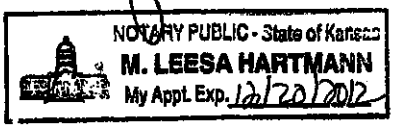
Signature Page Follows

On Behalf of Turnbough

WITNESS MY HAND the day and year first above written, at Shawnee,
~~Missouri~~ Kansas

Jeffrey Len Turnbough II
Jeffrey Len Turnbough II

Kansas
STATE OF ~~MISSOURI~~ }
County of Johnson } ss.



On this 9th day of December, 2011, before me personally appeared Jeffrey Len Turnbough, II, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

M. Leesa Hartmann
Notary Public

My Commission Expires: 12/20/2012

On Behalf of the Board and District

By _____

STATE OF MISSOURI }
County of Greene } ss.

On this _____ day of _____, 2011, before me personally appeared _____ to me known to be the person who executed the foregoing instrument and acknowledged that he/she was duly authorized by the Board of Education of the School District of Springfield, R-12 to execute the same, and he/she does so as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public

My Commission Expires:
