

**CONSIDERATION TO DISCIPLINE THE
LICENSE TO TEACH OF JESSICA NOELLE MUMFORD, CASE # HR 14-008**

STATUTORY AUTHORITY:

Section 168.071, RSMo

Consent
Item

Action
Item

Report
Item

DEPARTMENT GOAL NO. 3:

Missouri will prepare, develop, and support effective educators.

SUMMARY:

Mo. Rev. Stat. §168.071 (2013) authorizes the State Board of Education to discipline certificates of license to teach, which includes the authority to resolve issues by consent agreement or agreed settlement or voluntary surrender of the certificate of license. 5 CSR 20-400.230 provides that the state board of education may accept a voluntary surrender or informally settle a case through a consent agreement or agreed settlement.

Jessica Noelle Mumford holds a provisional certificate of license to teach in the area of social science, grades 9-12, which is limited to the school district of Kansas City 33.

On April 9, 2014, a Settlement Agreement Between the Department of Elementary and Secondary Education and Jessica Mumford was received. The parties have agreed that this settlement should be submitted to the State Board of Education for consideration.

PRESENTER(S):

Mark Allan Van Zandt, General Counsel, will participate in the presentation and discussion of this agenda item.

RECOMMENDATION:

It is recommended that the State Board of Education revoke Jessica Mumford’s certificate based upon the settlement agreement submitted by the Department of Elementary and Secondary Education and Ms. Mumford.

SETTLEMENT AGREEMENT
BETWEEN
THE MISSOURI DEPARTMENT OF
ELEMENTARY AND SECONDARY EDUCATION
AND
JESSICA NOELLE MUMFORD

Jessica Noelle Mumford (“Mumford”) and the Missouri Department of Elementary and Secondary Education (the “Department”) enter into this Settlement Agreement for the purpose of resolving the question of whether Mumford’s certificate of license to teach, certificate no. 562770, will be subject to discipline. Pursuant to § 168.071.11, RSMo (Supp. 2013), the parties hereto waive the right to a hearing before the Missouri State Board of Education (“State Board”) under § 168.071.1, RSMo (Supp. 2013). The Department and Mumford jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 168.071.11, RSMo (Supp. 2013) and 5 CSR 20-400.230(8).

Mumford acknowledges that she understands the various rights and privileges afforded her by law, including: (1) the right to a hearing of the charges against her; (2) the right to appear and be represented by legal counsel; (3) the right to have all charges proven upon the record by competent and substantial evidence; (4) the right to cross-examine any witnesses appearing against her at the hearing; (5) the right to present evidence on her

behalf at the hearing; (6) the right to a decision upon the record of the hearing before the State Board, the Commissioner of Education, and/or the designee of the Commissioner of Education concerning the charges against her; (7) the right to a ruling on questions of law by the Hearing Officer and/or the State Board; (8) the right to present evidence in mitigation of discipline; (9) the right to a claim for attorney fees and expenses; and (10) the right to obtain judicial review of the decision of the State Board.

Being aware of these rights provided to her by law, Mumford knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to her.

Mumford acknowledges that she has received a copy of documents that were the basis upon which the Department determined there was cause for discipline, along with citations to law and/or regulations the Department believes were violated. Mumford stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Department that Mumford's certification as a teacher, certificate no. 562770, is subject to disciplinary action by the State Board in accordance with the provisions of Chapter 168, RSMo, as amended, and 5 CSR 20-400-230.

The parties stipulate and agree that the disciplinary order agreed to by the Department and Mumford in Part II herein is based only on the agreement set out in Part I herein. Mumford and the Department jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to 5 CSR 20-400.230(8). Mumford understands that the Department may take further disciplinary action against her based on facts or conduct not specifically mentioned in this document that are either now known to the Department or may be discovered.

Based upon the foregoing, the Department and Mumford herein jointly stipulate to the following findings of fact and conclusions of law and request the State Board to adopt these Joint Findings of Fact and Conclusions of Law as the State Board's Findings of Fact and Conclusions of Law.

I.
Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the Department and Mumford herein jointly stipulate to the following:

1. The Department is an agency of the State of Missouri, created and established pursuant to § 161.020, RSMo,¹ for the purpose of

¹All statutory citations are to the 2000 Missouri Revised Statutes as amended unless otherwise indicated.

administering and enforcing the provisions of Chapters 161 and 168, RSMo, governing public school personnel, including teachers and others.

2. Mumford holds a provisional certificate of license to teach in the area of social science, grades 9 -12, which is limited to the school district of Kansas City 33 (the "certificate" or "certification"). Mumford's certificate was issued on August 15, 2012, and is set to expire on August 15, 2014.

3. Mumford's certificate is, and was, current and valid at all times relevant herein.

4. Jurisdiction and venue are proper before the Missouri State Board of Education (the "State Board") pursuant to § 168.071, RSMo (Supp. 2013), and 5 CSR 20-400.230.

5. Section 168.071, RSMo (Supp. 2013), which authorizes the State Board to discipline a certificate holder, states in pertinent part:

1. The state board of education may . . . upon hearing, discipline the holder of a certificate of license to teach for the following causes:

. . .

(3) There is evidence of incompetence, immorality, or neglect of duty by the certificate holder[.]

6. State Regulation 5 CSR 20-400.230 also states in pertinent part:

1) The State Board of Education (the board) may discipline, refuse to issue, or renew a certificate of

license to teach for any one (1) or combination of the following:

...

(C) Evidence of the certificate holder's incompetence, immorality, or neglect of duty[.]

...

(8) The board may suspend or revoke for a specified time, or indefinitely, a certificate of license to teach pursuant to the rules promulgated by the board. The board may also accept a voluntary surrender or informally settle a case through a consent agreement or agreed settlement.

7. Section 168.071.11, RSMo (Supp. 2013), provides: "Hearings, appeals or other matters involving certificate holders, licensees . . . pursuant to this section may be informally resolved by consent agreement or agreed settlement or voluntary surrender of the certificate of license pursuant to the rules promulgated by the state board of education."

8. Between approximately December 2012 and March 2013, while she was a teacher at the African-Centered College Preparatory Academy, Mumford sent inappropriate text messages of a sexual nature to R.L., who was then seventeen years old and an eleventh grade student at the school.

9. Several of the text messages sent by Mumford indicated that Mumford wanted to have sexual intercourse with R.L and that she wanted to perform oral sex on R.L.

10. Mumford's conduct, as set forth above, is evidence of her incompetence, immorality, and/or neglect of duty, providing cause to discipline her certificate of license to teach under §168.071.1(3), RSMo (Supp. 2013), and 5 CSR 20-400.230.

II.
Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board in this matter under the authority of §§ 168.071.1 and .11, RSMo (Supp. 2013).

11. **Mumford's certification is revoked and all indicia of certification shall be surrendered immediately.** Mumford's certification as a teacher is hereby REVOKED and ALL INDICIA OF certification SHALL BE SURRENDERED IMMEDIATELY upon this Settlement Agreement becoming effective.

12. Mumford further agrees that after the revocation of her certification, she will not seek another certificate of license to teach in the State of Missouri.

13. This Settlement Agreement does not bind the Department and/or State Board or restrict the remedies available to it concerning any future violations by Mumford of Chapter 168, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

14. This Settlement Agreement does not bind the Department and/or State Board or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the Department and/or State Board or may be discovered.

15. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

16. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in

writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

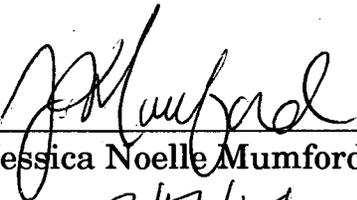
17. The parties to this Settlement Agreement understand that the Department will maintain this Settlement Agreement as an open record of the Department as required by Chapter 610, RSMo, as amended.

18. Mumford, together with her partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the Department, its respective members, employees, agents and attorneys, including former members, employees, agents and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo, as amended, or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

19. Mumford understands that this Settlement Agreement will be submitted to the State Board for approval.

20. This Settlement Agreement shall become effective on the date the State Board issues its order approving this Settlement Agreement. If the State Board does not approve this Settlement Agreement, then the Department may proceed to seek discipline against Mumford as allowed by law.

LICENSEE



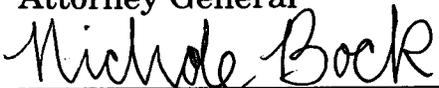
Jessica Noelle Mumford
Date: 3/17/14

MISSOURI DEPARTMENT OF
ELEMENTARY AND SECONDARY
EDUCATION



Paul Katnik, Assistant Commissioner
Date: 4-8-14

CHRIS KOSTER
Attorney General



NICHOLE BOCK
Assistant Attorney General
Missouri Bar No. 64222
Supreme Court Building
207 West High Street
P.O. Box 899
Jefferson City, MO 65102
Telephone: 573-751-4087
Telefax: 573-751-5660

Attorneys for the Department