

FIRST REGULAR SESSION

# HOUSE BILL NO. 1036

## 102ND GENERAL ASSEMBLY

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INTRODUCED BY REPRESENTATIVE PLANK.

2221H.011

DANA RADEMAN MILLER, Chief Clerk

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### AN ACT

To repeal sections 168.101, 168.108, 168.110, and 168.126, RSMo, and to enact in lieu thereof four new sections relating to transparency in teacher contracts.

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*Be it enacted by the General Assembly of the state of Missouri, as follows:*

Section A. Sections 168.101, 168.108, 168.110, and 168.126, RSMo, are repealed and  
2 four new sections enacted in lieu thereof, to be known as sections 168.101, 168.108, 168.110,  
3 and 168.126, to read as follows:

168.101. 1. In addition to the employment of teachers as provided in section 168.104,  
2 the school board or board of directors of a school district, except a metropolitan school  
3 district, may, at any regular or special meeting, contract and employ legally certificated  
4 teachers not employed as superintendent of the district and not eligible under section 168.104  
5 to gain permanent status or tenure in the position held within the school system. The contract  
6 shall be made by the order of the board, shall specify the number of months the employee is to  
7 work and the wages per month to be paid, shall be signed by the employee and the president  
8 of the board, or a facsimile signature of the president may be affixed at **[his] such president's**  
9 direction, and the contract shall be attested by the secretary of the board by signature or  
10 facsimile.

11 2. After the original employment of a certificated employee not employed as  
12 superintendent of the district under this section, **[his] such certificated employee's**  
13 employment shall continue in the same staff position from year to year subject to the  
14 regulations hereinafter set forth.

15 3. Each school board having one or more certificated employees as described in  
16 subsection 1 of this section under contract shall notify each such certificated employee in

EXPLANATION — Matter enclosed in bold-faced brackets **[thus]** in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

17 writing concerning ~~his~~ **such certificated employee's** reemployment in ~~his~~ **such**  
18 **certificated employee's** present staff position or lack thereof on or before the fifteenth day  
19 of April of the year in which the contract then in force expires. Failure on the part of a board  
20 to give the notice constitutes reemployment on the same terms and in the same staff position  
21 as those provided in the contract of the current fiscal year; and not later than the fifteenth day  
22 of May of the same year the board shall present a contract to each such certificated employee  
23 notified of reemployment by the district.

24 4. Any motion regarding reemployment of such certificated employee shall include  
25 only one person and a motion to reemploy shall be made in the positive sense and a majority  
26 of the elected members voting in the affirmative shall constitute reemployment.

27 5. Any such certificated employee not employed as superintendent of the district who  
28 receives a contract shall within fifteen days thereafter present to the employing board a  
29 written acceptance or rejection of the employment tendered and ~~his~~ **such certificated**  
30 **employee's** failure to present the acceptance within such time constitutes a rejection of the  
31 board's offer.

32 6. If such certificated employee has been reemployed five times within the district,  
33 the school board, if requested in writing by such certificated employee within ten days after  
34 receipt of notice of demotion or lack of reemployment on the same terms and in the same staff  
35 position, shall make available in writing a statement of reasons for demotion or lack of  
36 reemployment within ten days after receipt of the request. The board shall grant such  
37 certificated employee a hearing if requested in writing by ~~him~~ **such certificated employee**  
38 within ten days after the receipt of statement of reasons, the hearing to be held within ten days  
39 after the request therefor, and to be open at the request of the certificated employee. The  
40 certificated employee may have counsel at the hearing, may testify and offer testimony of  
41 witnesses as well as other evidence sustaining ~~his~~ **such certificated employee's** defense and  
42 may cross-examine adverse witnesses.

43 7. A contract between the board of education and such certificated employee may be  
44 terminated at any time by mutual consent of the certificated employee and the board.

45 8. This section shall not affect the employment or reemployment of the  
46 superintendent of schools by a board of education.

47 **9. Each contract entered into or memorandum or other similar document issued**  
48 **under this section on or after August 28, 2023, shall contain a provision specifying the**  
49 **monthly gross salary of the certificated employee who is a party to the contract.**

168.108. 1. Every indefinite contract shall contain the following provisions in  
2 substantially the following form:

3 "It is hereby agreed by and between \_\_\_\_\_, the teacher, and the Board of Education  
4 of \_\_\_\_\_ School District, the employer, that the teacher, beginning on the \_\_\_\_\_ day of \_\_\_\_\_

5 \_\_\_\_, 20\_\_\_\_, shall serve in the employ of the Board of Education and its successors for a  
6 term of \_\_\_\_\_ months (the number of school months of the school year in the school district)  
7 for an annual compensation of \$ \_\_\_\_\_, to be paid to the teacher in equal installments  
8 according to local school board regulations less the contributions required by law."

9 "It is further agreed by the parties hereto that this contract shall continue in force from  
10 year to year, until modified or terminated in accordance with the provisions of sections  
11 168.102 to 168.130, RSMo, and any amendments thereto prior to the date of this contract."

12 2. Every indefinite contract shall be made by the order of the board of education, shall  
13 be in writing and shall be signed by the permanent teacher and the president of the board of  
14 education, or a facsimile signature of the president may be affixed at [his] **such president's**  
15 direction, and the contract shall be attested by the secretary of the board of education by  
16 signature or facsimile.

17 **3. Each indefinite contract entered into or memorandum or other similar**  
18 **document issued under this section on or after August 28, 2023, shall contain a provision**  
19 **specifying the monthly gross salary of the permanent teacher who is a party to the**  
20 **contract.**

168.110. 1. The board of education of a school district may modify an indefinite  
2 contract annually on or before the fifteenth day of May in the following particulars:

3 (1) Determination of the date of beginning and length of the next school year;

4 (2) Fixing the amount of annual compensation for the following school year as  
5 provided by the salary schedule adopted by the board of education applicable to all teachers.  
6 The modifications shall be effective at the beginning of the next school year. All teachers  
7 affected by the modification shall be furnished written copies of the modifications within  
8 thirty days after their adoption by the board of education.

9 **2. Each contract, memorandum, or other similar document modified under this**  
10 **section on or after August 28, 2023, shall contain a provision specifying the monthly**  
11 **gross salary of the teacher who is a party to the contract.**

168.126. 1. A board of education at a regular or special meeting may contract with  
2 and employ by a majority vote legally qualified probationary teachers for the school district.  
3 The contract shall be made by order of the board; shall specify the number of months school  
4 is to be taught and the wages per month to be paid; shall be signed by the probationary teacher  
5 and the president of the board, or a facsimile signature of the president may be affixed at [his]  
6 **such president's** discretion; and the contract shall be attested by the secretary of the board by  
7 signature or facsimile. The board shall not employ one of its members as a teacher; nor shall  
8 any person be employed as a teacher who is related within the fourth degree to any board  
9 member, either by consanguinity or affinity, where the vote of the board member is necessary  
10 to the selection of the person.

11           2. If in the opinion of the board of education any probationary teacher has been doing  
12 unsatisfactory work, the board of education, through its authorized administrative  
13 representative, shall provide the teacher with a written statement definitely setting forth  
14 **[his] such probationary teacher's** alleged incompetency and specifying the nature thereof,  
15 in order to furnish the teacher an opportunity to correct **[his] such probationary teacher's**  
16 fault and overcome **[his] such probationary teacher's** incompetency. If improvement  
17 satisfactory to the board of education has not been made within ninety days of the receipt of  
18 the notification, the board of education may terminate the employment of the probationary  
19 teacher immediately or at the end of the school year. Any motion to terminate the  
20 employment of a probationary teacher shall include only one person and must be approved by  
21 a majority of the members of the board of education. A tie vote thereon constitutes  
22 termination. On or before the fifteenth day of April in each school year, the board of  
23 education shall notify in writing a probationary teacher who will not be retained by the school  
24 district of the termination of **[his] such probationary teacher's** employment. Upon request,  
25 the notice shall contain a concise statement of the reason or reasons the employment of the  
26 probationary teacher is being terminated. If the reason for the termination is due to a decrease  
27 in pupil enrollment, school district reorganization, or the financial condition of the school  
28 district, then the district shall in all cases issue notice to the teacher expressly declaring such  
29 as the reason for such termination. Nothing contained in this section shall give rise to a cause  
30 of action not currently cognizant at law by a probationary teacher for any reason given in said  
31 writing so long as the board issues the letter in good faith without malice, but an action for  
32 actual damages may be maintained by any person for the deprivation of a right conferred by  
33 this act.

34           3. Any probationary teacher who is not notified of the termination of **[his] such**  
35 **probationary teacher's** employment shall be deemed to have been appointed for the next  
36 school year, under the terms of the contract for the preceding year. A probationary teacher  
37 who is informed of reemployment by written notice shall be tendered a contract on or before  
38 the fifteenth day of May, and shall within fifteen days thereafter present to the employing  
39 board of education a written acceptance or rejection of the employment tendered, and failure  
40 of such teachers to present the acceptance within such time constitutes a rejection of the  
41 board's offer. A contract between a probationary teacher and a board of education may be  
42 terminated or modified at any time by the mutual consent of the parties thereto.

43           4. **Each contract entered into or modified or memorandum or other similar**  
44 **document issued under this section on or after August 28, 2023, shall contain a provision**

45 **specifying the monthly gross salary of the probationary teacher who is a party to the**  
46 **contract.**

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