

SECOND REGULAR SESSION  
SENATE COMMITTEE SUBSTITUTE FOR  
**SENATE BILL NO. 806**  
96TH GENERAL ASSEMBLY

---

Reported from the Committee on General Laws, March 22, 2012, with recommendation that the Senate Committee Substitute do pass.

5825S.02C

TERRY L. SPIELER, Secretary.

---

**AN ACT**

To repeal sections 160.045, 163.172, 168.101, 168.102, 168.104, 168.106, 168.108, 168.110, 168.112, 168.114, 168.116, 168.118, 168.120, 168.122, 168.124, 168.128, 168.130, 168.201, 168.211, 168.221, 168.251, 168.291, 168.410, and 536.018, RSMo, and to enact in lieu thereof twenty-five new sections relating to the employment of school personnel, with an effective date.

---

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

Section A. Sections 160.045, 163.172, 168.101, 168.102, 168.104, 168.106, 168.108, 168.110, 168.112, 168.114, 168.116, 168.118, 168.120, 168.122, 168.124, 168.128, 168.130, 168.201, 168.211, 168.221, 168.251, 168.291, 168.410, and 536.018, RSMo, are repealed and twenty-five new sections enacted in lieu thereof, to be known as sections 160.045, 168.251, 168.291, 168.410, 168.999, 168.1000, 168.1002, 168.1003, 168.1004, 168.1006, 168.1007, 168.1008, 168.1009, 168.1010, 168.1011, 168.1012, 168.1016, 168.1020, 168.1022, 168.1025, 168.1026, 168.1028, 168.1030, 168.1032, and 536.018, to read as follows:

160.045. 1. Each public school shall develop standards for teaching no later than June 30, 2010. The standards shall be applicable to all public schools, including public charter schools operated by the board of a school district.

2. Teaching standards shall include, but not be limited to, the following:

(1) Students actively participate and are successful in the learning process;

(2) Various forms of assessment are used to monitor and manage student learning;

(3) The teacher is prepared and knowledgeable of the content and

**EXPLANATION—Matter enclosed in bold-faced brackets [thus] in this bill is not enacted and is intended to be omitted in the law.**

10 effectively maintains students' on-task behavior;

11 (4) The teacher uses professional communication and interaction with the  
12 school community;

13 (5) The teacher keeps current on instructional knowledge and seeks and  
14 explores changes in teaching behaviors that will improve student performance;  
15 and

16 (6) The teacher acts as a responsible professional in the overall mission  
17 of the school.

18 3. The department may provide assistance to public schools in developing  
19 these standards upon request.

20 **4. The teaching standards adopted by each district board of**  
21 **education may be included as part of a district's evaluation system for**  
22 **the purposes of section 168.1032.**

168.251. 1. All employees of a metropolitan school district shall be  
2 appointed and promoted under rules and regulations prescribed by the board of  
3 education of the school district. The rules shall be complementary to the  
4 provisions of sections 168.251 to 168.291 as to the removal, discharge, suspension  
5 without pay or demotion of permanent employees and not in derogation  
6 thereof. The word "employee" or "employees" as used in this section means all  
7 employees, male or female, except certificated employees.

8 2. All appointments and promotions of noncertificated employees shall be  
9 made in the case of appointment by examination, and in case of promotion by  
10 [length and] character of service. Examinations for appointments shall be  
11 conducted by the director of personnel under regulations to be made by the board.

12 3. Sections 168.251 to 168.291 shall not apply to employees hired after  
13 August 28, 2009.

168.291. Whenever it is necessary to decrease the number of employees  
2 because of insufficient funds or decrease in pupil enrollment or lack of work the  
3 board of education may cause the necessary number of employees, beginning with  
4 those serving probationary periods, to be placed on leave of absence without pay[,  
5 but only in the inverse order of their appointment. Each employee placed on  
6 leave of absence shall be reinstated in inverse order of his placement on leave of  
7 absence ]. **Employee performance as defined by the policy of the district**  
8 **shall be the deciding criterion for reduction in force and**  
9 **reinstatement.** Such reemployment shall not result in a loss of status or credit  
10 for previous periods of service. No new appointments shall be made while there

11 are available employees on leave of absence who have not attained the age of  
12 seventy years and who are adequately qualified to fill the vacancy in the  
13 particular department unless the employees fail to advise the board within thirty  
14 days from date of notification by the board that positions are available to them,  
15 that they will return to employment, and will assume the duties of the position  
16 to which they are appointed not later than the beginning of the month following  
17 the date of the notice by the board.

168.410. 1. School administrators and school district superintendents  
2 shall be evaluated in the following manner:

3 (1) The board of education of each school district shall cause a  
4 comprehensive performance-based evaluation for each administrator employed by  
5 the district. Such evaluation shall be ongoing and of sufficient specificity and  
6 frequency to provide for demonstrated standards of competency and academic  
7 ability;

8 (2) All evaluations shall be maintained in the respective administrator's  
9 personnel file at the office of the board of education of the school district. A copy  
10 of each evaluation shall be provided to the person being evaluated and to the  
11 appropriate administrator[;].

12 **[(3)] 2. The Missouri administration standards professional**  
13 **continuum for leaders may be included as part of a district's evaluation**  
14 **system for purposes of section 168.1032.**

15 3. The state department of elementary and secondary education shall  
16 provide suggested procedures for the evaluations performed under this section.

17 4. **School administrators may enter into a contract for**  
18 **employment with the school district for a period of up to four years.**

168.999. 1. **Beginning on July 1, 2013, the school board of a**  
2 **school district may, at any regular or special meeting, contract and**  
3 **employ legally certificated teachers not employed as superintendent of**  
4 **the district. The contract shall be made by the order of the board, shall**  
5 **specify the number of months the employee is to work, not to exceed**  
6 **twelve months, and the wages per month to be paid, shall be signed by**  
7 **the employee and the president of the board, or a facsimile or**  
8 **electronic signature of the president may be affixed at his or her**  
9 **direction, and the contract shall be attested by the secretary of the**  
10 **board by signature, facsimile, or electronic signature.**

11 2. **Each school board having one or more certificated employees**

12 as described in subsection 1 of this section under annual contract shall  
13 notify each such certificated employee in writing concerning his or her  
14 reemployment or nonrenewal in his or her present employment position  
15 on or before the fifteenth day of April of the school year in which the  
16 annual contract then in force expires. No later than the fifteenth day  
17 of May of the same year the board shall present an annual contract to  
18 each such certificated employee notified of reemployment by the  
19 district.

20 3. Any motion regarding reemployment of such certificated  
21 employee shall include only one person and a motion to reemploy shall  
22 be made in the positive sense, and a majority of the total membership  
23 of the board voting in the affirmative shall constitute reemployment.

24 4. Any such certificated employee not employed as  
25 superintendent of the district who receives an annual contract shall  
26 within fifteen days thereafter present to the employing board a written  
27 acceptance or rejection of the employment tendered. Failure to present  
28 the acceptance within such time constitutes a rejection of the board's  
29 offer.

30 5. A teacher employed under this section shall be subject to the  
31 requirement of notice of nonrenewal under section 168.1011.

32 6. An annual contract between the school board and such  
33 certificated employee may be terminated at any time by mutual consent  
34 of the certificated employee and the board.

35 7. This section shall not affect the employment or reemployment  
36 of the superintendent of schools by a school board.

168.1000. Sections 168.1000 to 168.1030 shall be known and may  
2 be cited as the "Teacher Multiyear Contract Act" and shall become  
3 effective July 1, 2013.

168.1002. The following words and phrases when used in sections  
2 168.1000 to 168.1030, except in those instances where the context  
3 indicates otherwise, mean:

4 (1) "Board of education", the school board or board of directors  
5 of a school district having general control of the affairs of the district,  
6 including a special administrative board that has general control of the  
7 affairs of the district;

8 (2) "Demotion", any reduction in salary or transfer to a position  
9 carrying a lower salary, except on request of a teacher, other than any

10 change in salary applicable to all teachers or all teachers in a  
11 classification;

12 (3) "Evaluation", a systematic assessment of teacher performance,  
13 undertaken by personnel who have received appropriate training in  
14 teacher performance assessment, that includes both formative and  
15 summative elements. Formative assessment primarily provides  
16 feedback for the improvement of teacher performance. Summative  
17 assessment provides a basis for employment decisions and may contain  
18 information from formative assessments as provided in the school  
19 district's policy on teacher evaluation;

20 (4) "Multiyear contract", every contract entered into between a  
21 school district and a teacher for a period of two to four consecutive  
22 years;

23 (5) "Multiyear contract teacher", any teacher as herein defined  
24 in this section who is employed on a multiyear contract;

25 (6) "School district", every school district in this state;

26 (7) "Teacher", any employee of a school district regularly  
27 required to be certified under laws relating to the certification of  
28 teachers, except building administrators, superintendents, and  
29 assistant superintendents, but including certified teachers who teach  
30 at the prekindergarten level in a seven-director or urban public school  
31 within a prekindergarten program in which no fees are charged to  
32 parents or guardians.

168.1003. 1. Each school district shall initially place any teacher  
2 who is contracted to begin initial employment in the district on or after  
3 July 1, 2013, on a one-year contract as provided in section 168.999.

4 2. School districts shall develop policies that guide decisions  
5 concerning the recommended length of multiyear contracts for school  
6 years subsequent to 2013-14, except as further provided in subsection  
7 3 of this section.

8 3. A teacher who has received two successive annual evaluations  
9 of "ineffective" shall not be reemployed.

168.1004. A multiyear contract shall continue in effect for the  
2 period decided upon by the school board, subject to:

3 (1) Compulsory or optional retirement;

4 (2) The death of the teacher;

5 (3) Resignation of the teacher with the written consent of the

6 school board;

7 (4) Termination by the board of education;

8 (5) The revocation or lapse of the teacher's certificate; or

9 (6) Modifications under subsection 1 of section 168.1008 with the  
10 consent of the teacher.

168.1006. 1. Every multiyear contract shall contain the following  
2 provisions in substantially the following form:

3 "It is hereby agreed by and between ....., the teacher, and the  
4 Board of Education of ..... School District, the employer, that the  
5 teacher, beginning on the ... day of ....., 20..., shall serve in the  
6 employ of the Board of Education and its successors for a term of .....  
7 months for an annual compensation of \$ ....., to be paid to the teacher  
8 in equal installments according to local school board regulations less  
9 the contributions required by law."

10 2. Every multiyear contract shall be:

11 (1) Made by the order of the board of education;

12 (2) In writing;

13 (3) Signed by the teacher and the president of the board of  
14 education, or a facsimile signature of the president may be affixed at  
15 his or her direction; and

16 (4) Attested by the secretary of the board of education by  
17 signature, facsimile, or electronic signature.

18 3. Nothing in the terms of a multiyear contract shall restrict the  
19 power of the board of education to terminate the multiyear contract for  
20 cause at any time.

21 4. The terms of a multiyear contract, including salary, may be  
22 made contingent upon available funding.

23 5. A multiyear contract may not be renewed more than fourteen  
24 months before its expiration.

168.1007. The board of education shall not employ one of its  
2 members as a teacher, nor shall any person be employed as a teacher  
3 who is related within the fourth degree to any board member, either by  
4 consanguinity or affinity, where the vote of the board member is  
5 necessary to the selection of the person.

168.1008. 1. The board of education of a school district may  
2 modify a multiyear contract on or before the fifteenth day of May in the  
3 following particulars:

4           **(1) Determination of the date of beginning and length of the next**  
5 **school year;**

6           **(2) Fixing the amount of annual compensation for the following**  
7 **school year; and**

8           **(3) Designating how assessment results based on student**  
9 **performance may affect contract length and terms.**

10           **2. The modifications shall be effective at the beginning of the**  
11 **next school year. All teachers affected by the modification shall be**  
12 **furnished written copies of the modifications within thirty days after**  
13 **their adoption by the board of education.**

**168.1009. Each school district shall develop a compensation plan**  
2 **for certificated personnel and update it annually.**

**168.1010. A multiyear contract between a multiyear contract**  
2 **teacher and a board of education may be terminated or modified at any**  
3 **time by the mutual consent of the parties thereto. Any teacher who**  
4 **desires to terminate his or her multiyear contract at the end of a school**  
5 **term shall give written notice of his or her intention to do so and the**  
6 **reasons therefore not later than June first of the year in which the**  
7 **term ends.**

**168.1011. 1. When an administrator recommends that the**  
2 **multiyear contract of a teacher not be renewed, the administrator shall**  
3 **provide written notice to the teacher no later than January thirty-first.**

4           **2. The administrator shall present the name of each teacher**  
5 **whose multiyear contract is not recommended for renewal to the board**  
6 **of education of the school district by March thirty-first of each**  
7 **year. The board shall conduct a vote to accept or reject the**  
8 **administrator's recommendation separately on each name by April**  
9 **fifteenth.**

**168.1012. 1. A multiyear contract may be terminated by the**  
2 **board of education of a school district for one or more of the following**  
3 **causes:**

4           **(1) Unsatisfactory performance based on the teacher evaluation**  
5 **under section 168.1032;**

6           **(2) Willful or persistent violation of, or failure to obey, the school**  
7 **laws of the state or the published regulations of the board of education**  
8 **of the school district employing him or her, or insubordination in the**  
9 **line of duty;**

10           **(3) Excessive or unreasonable absence from performance of**  
11 **duties in violation of school district policy; or**

12           **(4) Immoral conduct or conviction of a felony or a crime**  
13 **involving moral turpitude as specified in section 168.071.**

14           **2. In determining the professional competency or efficiency of a**  
15 **multiyear contract teacher, consideration shall be given to regular and**  
16 **special evaluation reports prepared in accordance with the policy of**  
17 **the employing school district and to any written standards of**  
18 **performance which have been adopted by the school board under**  
19 **sections 160.045 and 168.1032.**

**168.1016. 1. The multiyear contract of a teacher may not be**  
2 **terminated by the board of education until after service upon the**  
3 **teacher of written charges specifying with particularity the grounds**  
4 **alleged to exist for termination of such contract, notice of a hearing on**  
5 **the charges, and a hearing by the board of education on the charges if**  
6 **requested by the teacher.**

7           **2. Prior to the service of charges, the teacher shall be given**  
8 **warning by the board of education or the superintendent of schools,**  
9 **stating specifically the causes which, if not removed, may result in**  
10 **charges. Service of written charges under subsection 1 of this section**  
11 **cannot be made in less than twenty days after the teacher has been**  
12 **given the written warning. Thereafter, both the superintendent, or his**  
13 **or her designated representative, and the teacher shall meet and confer**  
14 **in an effort to resolve the matter.**

15           **3. Notice of a hearing upon the charges, together with a copy of**  
16 **the charges, shall be served on the teacher at least fifteen days prior**  
17 **to the date of the hearing. The notice and copy of the charges may be**  
18 **served upon the teacher by certified mail with personal delivery**  
19 **addressed to the teacher's last known address. If the teacher or his or**  
20 **her agent does not within ten days after receipt of the notice request**  
21 **a hearing on the charges, the board of education may, by a majority**  
22 **vote, order the contract of the teacher terminated. If a hearing is**  
23 **requested by either the teacher or the board of education, it shall take**  
24 **place no more than twenty days after notice of a hearing has been**  
25 **provided to the teacher.**

26           **4. On the filing of charges in accordance with this section, the**  
27 **board of education may suspend the teacher from active performance**



28 of duty until a decision is rendered by the board of education, but the  
29 teacher's salary shall be continued during such suspension.

30 5. If a hearing is requested on the termination of a multiyear  
31 contract, it shall be conducted by the board of education in accordance  
32 with the following provisions:

33 (1) The hearing shall be public;

34 (2) Both the teacher and the person filing charges may be  
35 represented by counsel who may cross-examine witnesses;

36 (3) Testimony at hearings shall be on oath or affirmation  
37 administered by the president of the board of education, who for the  
38 purpose of hearings held under this section shall have the authority to  
39 administer oaths;

40 (4) The board of education shall have the power to subpoena  
41 witnesses and documentary evidence as provided in section 536.077 and  
42 shall do so on its own motion or at the request of the teacher against  
43 whom charges have been made. The board of education shall hear  
44 testimony of all witnesses named by the teacher; however, the board of  
45 education may limit the number of witnesses to be subpoenaed on  
46 behalf of the teacher to not more than ten;

47 (5) The board of education shall employ a stenographer who  
48 shall make a full record of the proceedings of the hearings and who  
49 shall, within ten days after the conclusion thereof, provide the board  
50 of education and the teacher, at no cost to the teacher, with a copy of  
51 the transcript of the record, which shall be certified by the  
52 stenographer to be complete and correct;

53 (6) All costs of the hearing shall be paid by the board of  
54 education except the cost of counsel for the teacher if the teacher is  
55 represented by counsel;

56 (7) The decision of the board of education resulting in the  
57 demotion of a teacher or the termination of a multiyear contract shall  
58 be by a majority vote of the members of the board of education, and the  
59 decision shall be made within seven days after the transcript is  
60 provided to them. A written copy of the decision shall be provided to  
61 the teacher within three days of the board's decision.

62 6. During any time in which powers granted to a district's board  
63 of education are vested in a special administrative board, the special  
64 administrative board may appoint a hearing officer to conduct the

65 hearing. The hearing officer shall conduct the hearing as a contested  
66 case under chapter 536 and shall issue a written recommendation to the  
67 board rendering the charges against the teacher. The board shall  
68 render a decision on the charges upon the review of the hearing  
69 officer's recommendations and the record from the hearing. The action  
70 and decision of the board upon the charges shall be final.

168.1020. The board of education of a school district may  
2 establish policies for granting a leave of absence including but not  
3 limited to sabbatical leave, maternity leave, sick leave, and military  
4 leave. A board of education may, upon the written request of a teacher,  
5 and for good cause shown, grant a leave of absence or place him or her  
6 on a part-time teaching schedule for a period of one year, subject to  
7 renewal from year to year. Leaves and military service shall not impair  
8 the multiyear contract previously acquired by a teacher under sections  
9 168.1000 to 168.1030.

168.1022. 1. The board of education of a school district may place  
2 on leave of absence as many teachers as may be necessary because of  
3 a decrease in pupil enrollment, school district reorganization, or the  
4 financial condition of the school district. Seniority or years of service  
5 shall not be used as criteria for reduction in force; effective teacher  
6 performance shall be the deciding criterion.

7 2. A teacher placed on leave of absence may engage in teaching  
8 or another occupation during the period of such leave.

9 3. The leave of absence shall not impair the multiyear contract  
10 of a teacher.

11 4. If a board of education chooses to reduce its teacher forces as  
12 provided in subsection 1 of this section in an attempt to manage  
13 adverse financial conditions caused at least partially by a withholding  
14 of, or a decrease or less than expected increase in, education  
15 appropriations, then the district additionally shall follow the  
16 provisions of subsection 5 of this section.

17 5. If a school district has an unrestricted combined ending fund  
18 balance of more than ten percent of current expenditures in its  
19 teachers' and incidental funds, and in the subsequent fiscal year such  
20 district, because of state appropriations, places a teacher on leave of  
21 absence after forty days subsequent to the governor signing the  
22 elementary and secondary education appropriation bill, the district

23 shall pay the affected teacher the greater of his or her salary for any  
24 days worked under the contract, or a sum equal to three thousand  
25 dollars.

168.1025. 1. School principals shall have the right to select  
2 teachers for their schools who have demonstrated their effectiveness  
3 and qualifications. School districts that administer multiple schools  
4 shall include in their teacher contracts under section 168.1008  
5 provisions for placement based on the mutual consent of the teacher  
6 and principal of the school of teachers who are rated "highly effective"  
7 or "effective".

8 2. Subject to subsection 3 of this section, school districts may  
9 adopt options for teachers rated "highly effective" or "effective" who are  
10 displaced and not selected for a regular position through mutual  
11 consent. Options may include but are not limited to defined grace  
12 periods during which such teachers will serve in temporary positions  
13 on full or partial pay and benefits, priority for interviews for vacancies,  
14 severance pay, or other arrangements.

15 3. If a teacher is unable to obtain a mutual consent assignment  
16 at a school within the school district after twelve months or two hiring  
17 cycles, whichever is longer, the school district shall place the teacher  
18 on unpaid leave until such time as the teacher is able to secure an  
19 assignment. If the teacher secures an assignment at a school of the  
20 school district while placed on unpaid leave, the school district shall  
21 reinstate the teacher's salary at the level no less than what it was at  
22 the time the unpaid leave began.

23 4. Nothing in this section shall limit the ability of a school  
24 district to place a teacher in a limited-term teaching or substitute  
25 assignment for up to twelve months, during the period in which the  
26 teacher is attempting to secure a mutual consent placement in a school.  
27 A limited-term assignment shall not constitute a mutual consent  
28 placement and shall not be deemed to interrupt the period in which the  
29 teacher is required to secure a mutual consent placement before the  
30 school district shall place the teacher on unpaid leave.

168.1026. 1. The board of education of each school district shall  
2 maintain records showing periods of service, dates of appointment, and  
3 other necessary information for the enforcement of sections 168.1000 to  
4 168.1032.

5           2. All evaluations shall be maintained in the teacher's personnel  
6 file at the office of the board of education. A copy of each evaluation  
7 shall be provided to the teacher and appropriate administrator.

          168.1028. No member of a board of education or duly designated  
2 administrative officer of a board of education shall be liable in a civil  
3 action based on an evaluation of or a statement of charges against a  
4 teacher.

          168.1030. No school district employee shall take part in the  
2 management of a campaign for the election or defeat of members of a  
3 board of education by which he or she is employed. Any teacher who  
4 violates the provisions of this section shall be subject to termination of  
5 his or her employment by the district with the right of a hearing as  
6 provided in sections 168.1000 to 168.1030. Any school district employee  
7 who is not a teacher who violates the provisions of this section shall be  
8 subject to the termination of his or her employment by the district.

          168.1032. 1. Notwithstanding sections 160.045 and 168.412,  
2 evaluation of teachers and principals shall include, at a minimum, the  
3 following:

4           (1) Each district board of education shall develop and implement  
5 an evaluation system for elementary and secondary school teachers and  
6 principals that uses multiple measures aligned with growth in student  
7 achievement, and shall use the evaluation system as the basis for  
8 personnel and compensation decisions about teachers and principals,  
9 consistent with this section and the district's compensation plans under  
10 section 168.1009 and with regulations issued by the department of  
11 elementary and secondary education;

12           (2) If a district board of education fails to adopt an evaluation  
13 system consistent with the requirements and timelines of this section,  
14 or at the election of the district board of education, the district board  
15 of education shall use the model evaluation system developed by the  
16 department under this section.

17           2. The district's evaluation system shall be developed and  
18 implemented in consultation with teachers and principals and with  
19 parents of students and include continuing input from teachers,  
20 principals, and parents through open feedback sessions, surveys, and  
21 specific focus groups by subject matter and grade level; provided, that  
22 policies and procedures for the system and actions to implement the

23 system shall not be subject to collective bargaining with the collective  
24 bargaining agents of teachers.

25 3. Teachers and principals shall be evaluated using multiple,  
26 fair, rigorous, transparent, and valid measures, consistent with  
27 definitions of these terms by the department. Evaluation measures  
28 shall include the following:

29 (1) For teachers who teach courses that are subject to state  
30 assessments aligned with state standards and for the principals of  
31 elementary or secondary schools that use these assessments, student  
32 achievement growth on such assessments shall count for at least fifty  
33 percent of the evaluation;

34 (2) For teachers who do not directly instruct students in subjects  
35 and grades subject to assessments aligned with state standards, but  
36 who are expected to contribute to student performance on such  
37 assessments, growth in student achievement on such assessments shall  
38 be used as an evaluation measure and shall count for at least fifty  
39 percent of the evaluation;

40 (3) Student achievement growth shall be measured through such  
41 assessments in accordance with a state-level growth model and with  
42 value-added methods developed by the department;

43 (4) Multiple additional measures for teachers may be correlated  
44 with impacts on student achievement results. These measures shall  
45 include student surveys and multiple classroom observations each year  
46 by trained teachers, principals, administrators, or other professionals,  
47 using clear, consistent observation rubrics provided to the teacher in  
48 advance and may include other measures aligned with student  
49 achievement as designated by the school district;

50 (5) Multiple additional measures for principals shall be  
51 correlated with impacts on student achievement results for students in  
52 all subgroups and shall include the principal's ability to attract and  
53 retain highly effective teachers; management of the school, including  
54 its finances, space, and legal compliance; and parental engagement in  
55 the school; and shall include at least fifty percent from measures  
56 aligned with student achievement.

57 4. Notice of evaluation measures and effectiveness ratings shall  
58 be based on the following:

59 (1) Teachers and principals shall be given written notice in

60 advance of the measures and any specific indicators that will be used  
61 to evaluate them including any teaching standards adopted under  
62 section 160.045 or administrator standards adopted under section  
63 168.412;

64 (2) Each teacher and principal shall be given one of four rating  
65 levels that are designated as "Highly Effective", "Effective", "Needs  
66 Improvement", or "Ineffective", as further defined by the department of  
67 elementary and secondary education or district board of education;  
68 provided, that the rating of "Effective" shall be based in significant part  
69 on the percentage of students who achieved at least one year's worth  
70 of growth for a school year of instruction, or otherwise achieved  
71 appropriate growth based on expectations derived from at least two  
72 years of individual student achievement data, except for a teacher who  
73 is in his or her first year of employment.

74 5. District boards of education shall base decisions regarding  
75 significant differentiation in pay, retention, promotion, dismissals, and  
76 other staffing decisions, including contract length, transfers,  
77 placements, and preferences in the event of reductions in force as  
78 provided in section 168.1022, primarily on evaluation results for  
79 teachers and principals. Pay for teachers may also be based on  
80 teaching high-demand subject areas, hard-to-staff assignments, and  
81 effective collaboration among teachers.

82 6. Each teacher and principal contract and collective bargaining  
83 agreement entered into after July 1, 2013, shall authorize use of  
84 evaluation results as the basis for the decisions described in subsection  
85 5 of this section.

86 7. Each district board of education, with such assistance as may  
87 be available from the department, shall develop the evaluation system  
88 for administration as a pilot program during the 2012-13 school year  
89 and shall review the results of the pilot program to determine the  
90 professional development needs of teachers and principals and to make  
91 adjustments to the system for full implementation during school year  
92 2013-14.

93 8. Local educational agencies shall not use seniority, degrees, or  
94 credentials as a basis for determining pay or making the retention,  
95 promotion, dismissal, and staffing decisions described in this section;  
96 provided, that nothing in this subsection prohibits cost of living

97 adjustments tied in whole or in part to prior compensation  
98 levels. Seniority and years of services shall not be used as criteria for  
99 reductions in force.

100       **9. Differentiation in pay for teachers may also be based on**  
101 **teaching high-demand subject areas and hard-to-staff assignments so**  
102 **long as teachers have received a rating of effective or higher based on**  
103 **the evaluation process defined by the state.**

104       **10. Notwithstanding any law to the contrary, a local educational**  
105 **agency shall not adopt or implement policies that permit length of**  
106 **service to serve as the primary factor when conducting layoffs or a**  
107 **reduction in force. A local educational agency instead shall utilize a**  
108 **system that weighs demonstrated teacher effectiveness in advancing**  
109 **student achievement as the primary factor when conducting a**  
110 **reduction in force. In the event that an approved evaluation system**  
111 **has not yet been implemented, the local educational agency may adopt**  
112 **an interim policy for layoffs or reduction in force consistent with the**  
113 **following criteria:**

114       **(1) Individual performance as the most heavily weighted factor,**  
115 **at not less than seventy percent, which shall include evidence of**  
116 **increased student achievement, demonstrated pedagogical skills, and**  
117 **preparation to maximize instructional time as assessed by principals,**  
118 **administrators and/or peer evaluators, as appropriate;**

119       **(2) Any record of misconduct, criminal conduct or excessive**  
120 **unexcused absences;**

121       **(3) Significant, relevant contributions such as schoolwide**  
122 **contributions, creation, and implementation of a tutoring program, and**  
123 **creation of a school enrichment program; and**

124       **(4) Relevant special training, certifications, or licenses.**

125       **11. Unless otherwise prohibited by law, these provisions are**  
126 **effective immediately and any contrary provisions of collective**  
127 **bargaining agreements, regulations, or policies are voided.**

128       **12. The department of elementary and secondary education shall:**

129       **(1) Develop standards for implementation of local evaluation**  
130 **systems under this section, including, but not limited to:**

131       **(a) Processes to determine the teacher of record for purposes of**  
132 **assigning student achievement scores to a teacher in evaluating the**  
133 **teacher's performance;**

134           **(b) Processes to verify the minimum amount of instructional time**  
135 **given by the teacher to a student in order to assign the student's**  
136 **achievement scores to the teacher for the purposes of evaluating the**  
137 **teacher's performance;**

138           **(c) Standards for rating levels to be assigned to teachers and**  
139 **principals, consistent with this section;**

140           **(d) Processes and requirements for value-added methods to be**  
141 **used in measuring student achievement growth for purposes of teacher**  
142 **and principal evaluation; and**

143           **(e) Minimum training requirements for evaluators of teachers**  
144 **and principals;**

145           **(2) Develop, implement, and publicly disseminate a statewide**  
146 **student growth model and a value-added system for determining**  
147 **student growth on assessments for purposes of teacher and principal**  
148 **evaluation in order to standardize student academic growth measures**  
149 **and ensure teachers are measured according to the value they add to**  
150 **student growth;**

151           **(3) Provide technical assistance to district boards of education**  
152 **in developing and implementing a local evaluation system under this**  
153 **section, including providing or helping to develop training for**  
154 **evaluators and a resource bank that identifies assessments, processes,**  
155 **tools, and policies that a district board of education may use to develop**  
156 **its evaluation system. The resource bank shall include resources that**  
157 **are appropriate to districts of different sizes, demographics, and**  
158 **locations and shall be updated periodically to reflect new research and**  
159 **experience in implementing sections 168.1000 to 168.1032;**

160           **(4) Develop a model evaluation system, consistent with this**  
161 **section, that shall be used by districts that are not able to develop their**  
162 **own system or that elect to use the state model evaluation system**  
163 **developed by the department of elementary and secondary education.**  
164 **A district that uses the state model evaluation system may revise or**  
165 **adapt policies or processes in the system to the extent consistent with**  
166 **this section and regulations of the department;**

167           **(5) Provide or approve evaluation forms to be used in evaluating**  
168 **teachers and principals;**

169           **(6) Include in its longitudinal data system links between data for**  
170 **teacher preparation programs in the state and achievement data for**



171 **individual students; and**

172 **(7) Monitor local evaluation systems established under this**  
173 **section to ensure that evaluation outcomes are consistent in the**  
174 **aggregate with student achievement results at the district and school**  
175 **levels and that the evaluation systems meet the requirements of this**  
176 **section and direct any appropriate corrective actions.**

536.018. The term "agency" and the term "state agency" as defined by  
2 section 536.010 shall not include an institution of higher education, supported in  
3 whole or in part from state funds, **or a public school district established**  
4 **under chapter 162**, if such institution **or district** has established written  
5 procedures to assure that constitutionally required due process safeguards exist  
6 and apply to a proceeding that would otherwise constitute a "contested case" as  
7 defined in section 536.010.

[163.172. 1. In school year 1994-95 and thereafter until  
2 school year 2006-07, the minimum teacher's salary shall be  
3 eighteen thousand dollars. Beginning in school year 2006-07, the  
4 minimum teacher's salary shall be twenty-two thousand dollars; in  
5 school year 2007-08, the minimum teacher's salary shall be  
6 twenty-three thousand dollars; in school year 2008-09, the  
7 minimum teacher's salary shall be twenty-four thousand dollars; in  
8 school year 2009-10 and thereafter, the minimum teacher's salary  
9 shall be twenty-five thousand dollars. Beginning in the school year  
10 1996-97 until school year 2006-07, for any full-time teacher with a  
11 master's degree and at least ten years' teaching experience in a  
12 public school or combination of public schools, the minimum salary  
13 shall be twenty-four thousand dollars. Beginning in the school  
14 year 2006-07, for any full-time teacher with a master's degree in an  
15 academic teaching field and at least ten years' teaching experience  
16 in a public school or combination of public schools, the minimum  
17 salary shall be thirty thousand dollars; in the 2007-08 school year  
18 such minimum salary shall be thirty-one thousand dollars; in the  
19 2008-09 school year such minimum salary shall be thirty-two  
20 thousand dollars; and in the 2009-10 school year such minimum  
21 salary shall be thirty-three thousand dollars.

22 2. Beginning with the budget requests for fiscal year 1991,  
23 the commissioner of education shall present to the appropriate

24 committees of the general assembly information on the average  
25 Missouri teacher's salary, regional average salary data, and  
26 national average salary data.

27 3. All school salary information shall be public information.

28 4. As used in this section, the term "salary" shall be defined  
29 as the salary figure which appears on the teacher's contract and as  
30 determined by the local school district's basic salary schedule and  
31 does not include supplements for extra duties.

32 5. The minimum salary for any fully certificated teacher  
33 employed on a less than full-time basis by a school district, state  
34 school for the severely handicapped, the Missouri School for the  
35 Deaf, or the Missouri School for the Blind shall be prorated to  
36 reflect the amounts provided in subsection 1 of this section.]

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

14 2. After the original employment of a certificated employee  
15 not employed as superintendent of the district under this section,  
16 his employment shall continue in the same staff position from year  
17 to year subject to the regulations hereinafter set forth.

18 3. Each school board having one or more certificated  
19 employees as described in subsection 1 of this section under  
20 contract shall notify each such certificated employee in writing  
21 concerning his reemployment in his present staff position or lack  
22 thereof on or before the fifteenth day of April of the year in which  
23 the contract then in force expires. Failure on the part of a board

24 to give the notice constitutes reemployment on the same terms and  
25 in the same staff position as those provided in the contract of the  
26 current fiscal year; and not later than the fifteenth day of May of  
27 the same year the board shall present a contract to each such  
28 certificated employee notified of reemployment by the district.

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

33 5. Any such certificated employee not employed as  
34 superintendent of the district who receives a contract shall within  
35 fifteen days thereafter present to the employing board a written  
36 acceptance or rejection of the employment tendered and his failure  
37 to present the acceptance within such time constitutes a rejection  
38 of the board's offer.

39 6. If such certificated employee has been reemployed five  
40 times within the district, the school board, if requested in writing  
41 by such certificated employee within ten days after receipt of notice  
42 of demotion or lack of reemployment on the same terms and in the  
43 same staff position, shall make available in writing a statement of  
44 reasons for demotion or lack of reemployment within ten days after  
45 receipt of the request. The board shall grant such certificated  
46 employee a hearing if requested in writing by him within ten days  
47 after the receipt of statement of reasons, the hearing to be held  
48 within ten days after the request therefor, and to be open at the  
49 request of the certificated employee. The certificated employee may  
50 have counsel at the hearing, may testify and offer testimony of  
51 witnesses as well as other evidence sustaining his defense and may  
52 cross-examine adverse witnesses.

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

56 8. This section shall not affect the employment or  
57 reemployment of the superintendent of schools by a board of  
58 education.]

[168.102. Sections 168.102 to 168.130 shall be known and

2           may be cited as the "Teacher Tenure Act" and shall become  
3           effective July 1, 1970.]

          [168.104. The following words and phrases when used in  
2           sections 168.102 to 168.130, except in those instances where the  
3           context indicates otherwise, mean:

4                   (1) "Board of education", the school board or board of  
5           directors of a school district, except a metropolitan school district,  
6           having general control of the affairs of the district;

7                   (2) "Demotion", any reduction in salary or transfer to a  
8           position carrying a lower salary, except on request of a teacher,  
9           other than any change in salary applicable to all teachers or all  
10          teachers in a classification;

11                   (3) "Indefinite contract", every contract heretofore or  
12          hereafter entered into between a school district and a permanent  
13          teacher;

14                   (4) "Permanent teacher", any teacher who has been  
15          employed or who is hereafter employed as a teacher in the same  
16          school district for five successive years and who has continued or  
17          who thereafter continues to be employed as a teacher by the school  
18          district or any supervisor of teachers who was employed as a  
19          teacher in the same school district for at least five successive years  
20          prior to becoming a supervisor of teachers and who continues  
21          thereafter to be employed as a certificated employee by the school  
22          district; except that, when a permanent teacher resigns or is  
23          permanently separated from employment by a school district, and  
24          is afterwards reemployed by the same school district,  
25          reemployment for the first school year does not constitute an  
26          indefinite contract but if he is employed for the succeeding year,  
27          the employment constitutes an indefinite contract; and except that  
28          any teacher employed under a part-time contract by a school  
29          district shall accrue credit toward permanent status on a prorated  
30          basis. Any permanent teacher who is promoted with his consent to  
31          a supervisory position including principal or assistant principal, or  
32          is first employed by a district in a supervisory position including  
33          principal or assistant principal, shall not have permanent status  
34          in such position but shall retain tenure in the position previously

35 held within the district, or, after serving two years as principal or  
36 assistant principal, shall have tenure as a permanent teacher of  
37 that system;

38 (5) "Probationary teacher", any teacher as herein defined  
39 who has been employed in the same school district for five  
40 successive years or less. In the case of any probationary teacher  
41 who has been employed in any other school system as a teacher for  
42 two or more years, the board of education shall waive one year of  
43 his probationary period;

44 (6) "School district", every school district in this state,  
45 except metropolitan school district as defined in section 162.571;

46 (7) "Teacher", any employee of a school district, except a  
47 metropolitan school district, regularly required to be certified  
48 under laws relating to the certification of teachers, except  
49 superintendents and assistant superintendents but including  
50 certified teachers who teach at the prekindergarten level in a  
51 nonmetropolitan public school within a prekindergarten program  
52 in which no fees are charged to parents or guardians.]

[168.106. The contract between a school district and a  
2 permanent teacher shall be known as an indefinite contract and  
3 shall continue in effect for an indefinite period, subject only to:

4 (1) Compulsory or optional retirement when the teacher  
5 reaches the age of retirement provided by law, or regulation  
6 established by the local board of education;

7 (2) Modification by a succeeding indefinite contract or  
8 contracts in the manner hereinafter provided;

9 (3) The death of the teacher;

10 (4) Resignation of the teacher with the written consent of  
11 the school board;

12 (5) Termination by the board of education after a hearing  
13 as hereinafter provided; and

14 (6) The revocation of the teacher's certificate.]

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

3 "It is hereby agreed by and between ....., the teacher, and  
4 the Board of Education of ..... School District, the employer, that

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

11 "It is further agreed by the parties hereto that this contract  
12 shall continue in force from year to year, until modified or  
13 terminated in accordance with the provisions of sections 168.102 to  
14 168.130, RSMo, and any amendments thereto prior to the date of  
15 this contract."

16 2. Every indefinite contract shall be made by the order of  
17 the board of education, shall be in writing and shall be signed by  
18 the permanent teacher and the president of the board of education,  
19 or a facsimile signature of the president may be affixed at his  
20 direction, and the contract shall be attested by the secretary of the  
21 board of education by signature or facsimile.]

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

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

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

[168.112. An indefinite contract between a permanent  
2 teacher and a board of education may be terminated or modified at  
3 any time by the mutual consent of the parties thereto. Any teacher  
4 who desires to terminate his contract at the end of a school term  
5 shall give written notice of his intention to do so and the reasons  
6 therefor not later than June first of the year in which the term  
7 ends.]

1 [168.114. 1. An indefinite contract with a permanent  
2 teacher shall not be terminated by the board of education of a  
3 school district except for one or more of the following causes:

4 (1) Physical or mental condition unfitting him to instruct  
5 or associate with children;

6 (2) Immoral conduct;

7 (3) Incompetency, inefficiency or insubordination in line of  
8 duty;

9 (4) Willful or persistent violation of, or failure to obey, the  
10 school laws of the state or the published regulations of the board  
11 of education of the school district employing him;

12 (5) Excessive or unreasonable absence from performance of  
13 duties; or

14 (6) Conviction of a felony or a crime involving moral  
15 turpitude.

16 2. In determining the professional competency of or  
17 efficiency of a permanent teacher, consideration should be given to  
18 regular and special evaluation reports prepared in accordance with  
19 the policy of the employing school district and to any written  
20 standards of performance which may have been adopted by the  
21 school board.]

[168.116. 1. The indefinite contract of a permanent teacher  
2 may not be terminated by the board of education until after service  
3 upon the teacher of written charges specifying with particularity  
4 the grounds alleged to exist for termination of such contract, notice  
5 of a hearing on charges and a hearing by the board of education on  
6 charges if requested by the teacher.

7 2. At least thirty days before service of notice of charges of  
8 incompetency, inefficiency, or insubordination in line of duty, the  
9 teacher shall be given by the school board or the superintendent of  
10 schools warning in writing, stating specifically the causes which,  
11 if not removed, may result in charges. Thereafter, both the  
12 superintendent, or his designated representative, and the teacher  
13 shall meet and confer in an effort to resolve the matter.

14 3. Notice of a hearing upon charges, together with a copy of  
15 charges, shall be served on the permanent teacher at least twenty

16 days prior to the date of the hearing. The notice and copy of the  
17 charges may be served upon the teacher by certified mail with  
18 personal delivery addressed to him at his last known address. If  
19 the teacher or his agent does not within ten days after receipt of  
20 the notice request a hearing on the charges, the board of education  
21 may, by a majority vote, order the contract of the teacher  
22 terminated. If a hearing is requested by either the teacher or the  
23 board of education, it shall take place not less than twenty nor  
24 more than thirty days after notice of a hearing has been furnished  
25 the permanent teacher.

26 4. On the filing of charges in accordance with this section,  
27 the board of education may suspend the teacher from active  
28 performance of duty until a decision is rendered by the board of  
29 education but the teacher's salary shall be continued during such  
30 suspension. If a decision to terminate a teacher's employment by  
31 the board of education is appealed, and the decision is reversed, the  
32 teacher shall be paid his salary lost during the pending of the  
33 appeal.]

[168.118. If a hearing is requested on the termination of an  
2 indefinite contract it shall be conducted by the board of education  
3 in accordance with the following provisions:

- 4 (1) The hearing shall be public;
- 5 (2) Both the teacher and the person filing charges may be  
6 represented by counsel who may cross-examine witnesses;
- 7 (3) Testimony at hearings shall be on oath or affirmation  
8 administered by the president of the board of education, who for  
9 the purpose of hearings held under sections 168.102 to 168.130  
10 shall have the authority to administer oaths;
- 11 (4) The school board shall have the power to subpoena  
12 witnesses and documentary evidence as provided in section 536.077  
13 and shall do so on its own motion or at the request of the teacher  
14 against whom charges have been made. The school board shall  
15 hear testimony of all witnesses named by the teacher; however, the  
16 school board may limit the number of witnesses to be subpoenaed  
17 on behalf of the teacher to not more than ten;
- 18 (5) The board of education shall employ a stenographer who



19 shall make a full record of the proceedings of the hearings and who  
20 shall, within ten days after the conclusion thereof, furnish the  
21 board of education and the teacher, at no cost to the teacher, with  
22 a copy of the transcript of the record, which shall be certified by  
23 the stenographer to be complete and correct. The transcript shall  
24 not be open to public inspection, unless the hearing on the  
25 termination of the contract was an open hearing or if an appeal  
26 from the decision of the board is taken by the teacher;

27 (6) All costs of the hearing shall be paid by the school board  
28 except the cost of counsel for the teacher;

29 (7) The decision of the board of education resulting in the  
30 demotion of a permanent teacher or the termination of an  
31 indefinite contract shall be by a majority vote of the members of  
32 the board of education and the decision shall be made within seven  
33 days after the transcript is furnished them. A written copy of the  
34 decision shall be furnished the teacher within three days  
35 thereafter.]

[168.120. 1. The teacher shall have the right to appeal  
2 from the decision of the board of education to the circuit court of  
3 the county where the employing school district is located. The  
4 appeal shall be taken within fifteen days after service of a copy of  
5 the decision of the board of education upon the teacher, and if an  
6 appeal is not taken within the time, then the decision of the board  
7 of education shall become final.

8 2. The appeal may be taken by filing notice of appeal with  
9 the board of education, whereupon the board of education, under its  
10 certificate, shall forward to the court all documents and papers on  
11 file in the matter, together with a transcript of the evidence, the  
12 findings and the decision of the board of education, which shall  
13 thereupon become the record of the cause. Such appeal shall be  
14 heard as provided in chapter 536.

15 3. Appeals from the circuit court shall be allowed in the  
16 same manner as in civil actions, except that the original transcript  
17 prepared and filed in the circuit court by the board of education,  
18 together with a transcript of the proceedings had in the circuit  
19 court, shall constitute the transcript on appeal in the appellate

20 court. The board of education shall make available, to the parties,  
21 copies of any transcript prepared and filed by it in the circuit court  
22 and upon final determination of the cause in the appellate court  
23 the original record of the board of education filed as a part of the  
24 transcript on appeal shall be certified back to the board of  
25 education by the appellate court. In all appeals from the board of  
26 education or circuit court the costs thereof shall be assessed  
27 against the losing party as provided by law in civil cases. All  
28 appeals to the circuit court and appellate courts shall have  
29 precedence over all cases except election contests.

30 4. If the circuit court finds for the teacher, he shall be  
31 restored to permanent teacher status and shall receive  
32 compensation for the period during which he may have been  
33 suspended from work, and such other relief as may be granted by  
34 the court.]

[168.122. A board of education may establish policies for  
2 granting leave of absence including sabbatical leave, maternity  
3 leave, sick leave, and military leave. The board of education of a  
4 school district may, upon the written request of a teacher, and for  
5 good cause shown, grant a leave of absence or place him on a  
6 part-time teaching schedule for a period of one year, subject to  
7 renewal from year to year. Leaves and military service shall not  
8 be counted as continuous full-time service in computing tenure but  
9 shall not impair the tenure previously acquired by teacher under  
10 sections 168.102 to 168.130 nor affect any credit toward tenure  
11 previously earned. Any teacher under sections 168.102 to 168.130  
12 who is called into active military service with the armed forces of  
13 the United States is eligible for reinstatement upon his discharge  
14 from said service without loss of tenure. Any permanent teacher  
15 employed on a part-time basis, whether at his request or not, shall  
16 retain permanent status. Any probationary teacher employed on  
17 a part-time basis, whether at his request or not, shall retain all  
18 credit earned toward permanent status and shall continue to earn  
19 credit on a pro rata basis toward permanent status.]

[168.124. 1. The board of education of a school district may  
2 place on leave of absence as many teachers as may be necessary

3 because of a decrease in pupil enrollment, school district  
4 reorganization or the financial condition of the school district. In  
5 placing teachers on leave, the board of education shall be governed  
6 by the following provisions:

7 (1) No permanent teacher shall be placed on leave of  
8 absence while probationary teachers are retained in positions for  
9 which a permanent teacher is qualified;

10 (2) Permanent teachers shall be retained on the basis of  
11 performance-based evaluations and seniority (however, seniority  
12 shall not be controlling) within the field of specialization;

13 (3) Permanent teachers shall be reinstated to the positions  
14 from which they have been given leaves of absence, or if not  
15 available, to positions requiring like training and experience, or to  
16 other positions in the school system for which they are qualified by  
17 training and experience;

18 (4) No appointment of new teachers shall be made while  
19 there are available teachers on unrequested leave of absence who  
20 are properly qualified to fill such vacancies;

21 (5) A teacher placed on leave of absence may engage in  
22 teaching or another occupation during the period of such leave;

23 (6) The leave of absence shall not impair the tenure of a  
24 teacher;

25 (7) The leave of absence shall continue for a period of not  
26 more than three years unless extended by the board.

27 2. Should a board of education choose to utilize the  
28 mechanism for reducing teacher forces as provided in subsection 1  
29 of this section in an attempt to manage adverse financial conditions  
30 caused at least partially by a withholding of, or a decrease or less  
31 than expected increase in, education appropriations, then the  
32 district additionally shall follow the provisions of subsection 3 of  
33 this section.

34 3. If a school district has an unrestricted combined ending  
35 fund balance of more than ten percent of current expenditures in  
36 its teachers' and incidental funds, and in the subsequent fiscal year  
37 such district, because of state appropriations, places a contracted  
38 teacher on leave of absence after forty days subsequent to the

39 governor signing the elementary and secondary education  
40 appropriation bill, the district shall pay the affected teacher the  
41 greater of his or her salary for any days worked under the contract,  
42 or a sum equal to three thousand dollars.]

[168.128. The board of education of each school district  
2 shall maintain records showing periods of service, dates of  
3 appointment, and other necessary information for the enforcement  
4 of sections 168.102 to 168.130. In addition, the board of education  
5 of each school district shall cause a comprehensive,  
6 performance-based evaluation for each teacher employed by the  
7 district. Such evaluations shall be ongoing and of sufficient  
8 specificity and frequency to provide for demonstrated standards of  
9 competency and academic ability. All evaluations shall be  
10 maintained in the teacher's personnel file at the office of the board  
11 of education. A copy of each evaluation shall be provided to the  
12 teacher and appropriate administrator. The state department of  
13 elementary and secondary education shall provide suggested  
14 procedures for such an evaluation.]

[168.130. No teacher shall take part in the management of  
2 the campaign for the election or defeat of members of a board of  
3 education by which he is employed. Any teacher who violates the  
4 provisions of this section shall be subject to termination of his  
5 employment by the district with the right of a hearing and appeal  
6 as heretofore provided.]

[168.201. The board of education in all districts except  
2 metropolitan districts may employ and contract with a  
3 superintendent for a term not to exceed three years from the time  
4 of making the contract, and may employ such other servants and  
5 agents as it deems necessary, and prescribe their powers, duties,  
6 compensation and term of office or employment which shall not  
7 exceed three years. It shall provide and keep a corporate seal.]

[168.211. 1. In metropolitan districts the superintendent  
2 of schools shall be appointed by the board of education for a term  
3 of one to five years, during which term his compensation shall not  
4 be reduced. The superintendent of schools may appoint, with the  
5 approval of the board, a treasurer, a commissioner of school

6 buildings and he shall serve at the pleasure of the superintendent  
7 of schools and as many associate and assistant superintendents as  
8 he deems necessary, whose compensation shall be fixed by the  
9 board. The superintendent of schools shall give bond in the sum  
10 that the board requires but not less than fifty thousand dollars. No  
11 employee or agent of the board shall be a member of the board.

12 2. The superintendent of schools shall have general  
13 supervision, subject to policies established by the board, of the  
14 school system, including its various departments and physical  
15 properties, courses of instruction, discipline and conduct of the  
16 schools, textbooks and studies. All appointments, promotions and  
17 transfers of teachers and all other employees, and introduction and  
18 changes of textbooks and apparatus, shall be made by the  
19 superintendent with the approval of the board. All appointments  
20 and promotions of teachers and all other employees shall be made  
21 upon the basis of merit, to be ascertained, as far as practicable, in  
22 cases of appointment, by examination, and in cases of promotion,  
23 by length and character of service. Examinations for appointment  
24 shall be conducted by the superintendent under regulations to be  
25 made by the board. He shall make such reports to the board that  
26 it directs or the rules provide.

27 3. The superintendent of schools shall have general  
28 supervision, subject to policies established by the board, of all  
29 school buildings, apparatus, equipment and school grounds and of  
30 their construction, installation, operation, repair, care and  
31 maintenance; the purchasing of all supplies and equipment; the  
32 operation of the school lunchrooms; the administration of  
33 examinations for the appointment and promotion of all employees  
34 of the school system; and the preparation and administration of the  
35 annual budget for the school system. Subject to the approval of the  
36 board of education as to number and salaries, the superintendent  
37 may appoint as many employees as are necessary for the proper  
38 performance of his duties.

39 4. The board may grant a leave of absence to the  
40 superintendent of schools, and may remove him from office by vote  
41 of a majority of its members.

42                   5. Should the superintendent hire a commissioner of school  
43 buildings, said person shall be a person qualified by reason of  
44 education, experience and general familiarity with buildings and  
45 personnel to assume the following responsibilities and  
46 duties. Subject to the control of the superintendent of schools, he  
47 shall exercise supervision over all school buildings, machinery,  
48 heating systems, equipment, school grounds and other buildings  
49 and premises of the board of education and the construction,  
50 installation, operation, repair, care and maintenance related  
51 thereto and the personnel connected therewith; the purchasing of  
52 building supplies and equipment and such other duties as may be  
53 assigned to him by board rules or regulations.]

                  [168.221. 1. The first five years of employment of all  
2 teachers entering the employment of the metropolitan school  
3 district shall be deemed a period of probation during which period  
4 all appointments of teachers shall expire at the end of each school  
5 year. During the probationary period any probationary teacher  
6 whose work is unsatisfactory shall be furnished by the  
7 superintendent of schools with a written statement setting forth  
8 the nature of his incompetency. If improvement satisfactory to the  
9 superintendent is not made within one semester after the receipt  
10 of the statement, the probationary teacher shall be dismissed. The  
11 semester granted the probationary teacher in which to improve  
12 shall not in any case be a means of prolonging the probationary  
13 period beyond five years and six months from the date on which the  
14 teacher entered the employ of the board of education. The  
15 superintendent of schools on or before the fifteenth day of April in  
16 each year shall notify probationary teachers who will not be  
17 retained by the school district of the termination of their  
18 services. Any probationary teacher who is not so notified shall be  
19 deemed to have been appointed for the next school year. Any  
20 principal who prior to becoming a principal had attained  
21 permanent employee status as a teacher shall upon ceasing to be  
22 a principal have a right to resume his or her permanent teacher  
23 position with the time served as a principal being treated as if such  
24 time had been served as a teacher for the purpose of calculating

25 seniority and pay scale. The rights and duties and remuneration  
26 of a teacher who was formerly a principal shall be the same as any  
27 other teacher with the same level of qualifications and time of  
28 service.

29 2. After completion of satisfactory probationary services,  
30 appointments of teachers shall become permanent, subject to  
31 removal for any one or more causes herein described and to the  
32 right of the board to terminate the services of all who attain the  
33 age of compulsory retirement fixed by the retirement system. In  
34 determining the duration of the probationary period of employment  
35 in this section specified, the time of service rendered as a  
36 substitute teacher shall not be included.

37 3. No teacher whose appointment has become permanent  
38 may be removed except for one or more of the following causes:  
39 immorality, inefficiency in line of duty, violation of the published  
40 regulations of the school district, violation of the laws of Missouri  
41 governing the public schools of the state, or physical or mental  
42 condition which incapacitates him for instructing or associating  
43 with children, and then only by a vote of not less than a majority  
44 of all the members of the board, upon written charges presented by  
45 the superintendent of schools, to be heard by the board after thirty  
46 days' notice, with copy of the charges served upon the person  
47 against whom they are preferred, who shall have the privilege of  
48 being present at the hearing, together with counsel, offering  
49 evidence and making defense thereto. Notifications received by an  
50 employee during a vacation period shall be considered as received  
51 on the first day of the school term following. At the request of any  
52 person so charged the hearing shall be public. During any time in  
53 which powers granted to the district's board of education are vested  
54 in a special administrative board, the special administrative board  
55 may appoint a hearing officer to conduct the hearing. The hearing  
56 officer shall conduct the hearing as a contested case under chapter  
57 536 and shall issue a written recommendation to the board  
58 rendering the charges against the teacher. The board shall render  
59 a decision on the charges upon the review of the hearing officer's  
60 recommendations and the record from the hearing. The action and

61 decision of the board upon the charges shall be final. Pending the  
62 hearing of the charges, the person charged may be suspended if the  
63 rules of the board so prescribe, but in the event the board does not  
64 by a majority vote of all the members remove the teacher upon  
65 charges presented by the superintendent, the person shall not  
66 suffer any loss of salary by reason of the suspension. Inefficiency  
67 in line of duty is cause for dismissal only after the teacher has been  
68 notified in writing at least one semester prior to the presentment  
69 of charges against him by the superintendent. The notification  
70 shall specify the nature of the inefficiency with such particularity  
71 as to enable the teacher to be informed of the nature of his  
72 inefficiency.

73 4. No teacher whose appointment has become permanent  
74 shall be demoted nor shall his salary be reduced unless the same  
75 procedure is followed as herein stated for the removal of the  
76 teacher because of inefficiency in line of duty, and any teacher  
77 whose salary is reduced or who is demoted may waive the  
78 presentment of charges against him by the superintendent and a  
79 hearing thereon by the board. The foregoing provision shall apply  
80 only to permanent teachers prior to the compulsory retirement age  
81 under the retirement system. Nothing herein contained shall in  
82 any way restrict or limit the power of the board of education to  
83 make reductions in the number of teachers or principals, or both,  
84 because of insufficient funds, decrease in pupil enrollment, or  
85 abolition of particular subjects or courses of instruction, except that  
86 the abolition of particular subjects or courses of instruction shall  
87 not cause those teachers who have been teaching the subjects or  
88 giving the courses of instruction to be placed on leave of absence as  
89 herein provided who are qualified to teach other subjects or courses  
90 of instruction, if positions are available for the teachers in the  
91 other subjects or courses of instruction.

92 5. Whenever it is necessary to decrease the number of  
93 teachers because of insufficient funds or a substantial decrease of  
94 pupil population within the school district, the board of education  
95 upon recommendation of the superintendent of schools may cause  
96 the necessary number of teachers beginning with those serving



97 probationary periods to be placed on leave of absence without pay,  
98 but only in the inverse order of their appointment. Nothing herein  
99 stated shall prevent a readjustment by the board of education of  
100 existing salary schedules. No teacher placed on a leave of absence  
101 shall be precluded from securing other employment during the  
102 period of the leave of absence. Each teacher placed on leave of  
103 absence shall be reinstated in inverse order of his placement on  
104 leave of absence. Such reemployment shall not result in a loss of  
105 status or credit for previous years of service. No new appointments  
106 shall be made while there are available teachers on leave of  
107 absence who are seventy years of age or less and who are  
108 adequately qualified to fill the vacancy unless the teachers fail to  
109 advise the superintendent of schools within thirty days from the  
110 date of notification by the superintendent of schools that positions  
111 are available to them that they will return to employment and will  
112 assume the duties of the position to which appointed not later than  
113 the beginning of the school year next following the date of the  
114 notice by the superintendent of schools.

115 6. If any regulation which deals with the promotion of  
116 teachers is amended by increasing the qualifications necessary to  
117 be met before a teacher is eligible for promotion, the amendment  
118 shall fix an effective date which shall allow a reasonable length of  
119 time within which teachers may become qualified for promotion  
120 under the regulations.

121 7. A teacher whose appointment has become permanent  
122 may give up the right to a permanent appointment to participate  
123 in the teacher choice compensation package under sections 168.745  
124 to 168.750.]

Section B. Section A of this act shall become effective on July 1, 2013.

✓