RENEWAL OF PROFESSIONAL STAFF MEMBERS

The Livingston Co. R-III School District will consider professional staff performance and the district's future staffing needs at least annually and make decisions regarding the continued employment of professional staff members for the next school year.

Employment Contracts

Certificated employees whose employment has been renewed will receive contracts no later than May 15.

Professional employees subject to contract renewal by law shall have 15 calendar days from receipt of a contract to sign and return the contract to the designated person in the district, or the district, in its discretion, may consider the employment offer revoked. The district may also set a date for the return of contracts that are not regulated by law. Failure to return the contract by that date will be considered a rejection of the district's offer of employment.

In accordance with law, if a certificated employee has a multi-year contract in which the employee's salary is set in the contract for the next fiscal year, the Board cannot take action to increase the salary in the existing contract unless the employee's duties are increased.

Tenured Teachers

By law tenured teachers have an indefinite contract with the district and are therefore automatically considered employed for the next school year without Board action. In accordance with law, the district will notify these teachers on or before May 15 of their compensation for the next school year in accordance with the salary schedule and the school calendar.

Probationary Teachers

On or before April 15 of each school year, the Board shall provide written notification of contract nonrenewal to probationary teachers who the district will not retain. If the teacher's contract was nonrenewed due to a decrease in student enrollment, school district reorganization or the financial condition of the school district, the written notice will include the reason for nonrenewal. Otherwise, upon request, the district will provide a concise written statement of the reason or reasons the contract was not renewed.

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Certificated Administrative Staff Ineligible for Tenure

The following rules apply to the employment renewal of all certificated administrative staff other than the administrator. On or before April 15 of the year in which a contract expires, the Board shall notify administrators in writing concerning their re-employment. Any motion regarding re-employment of such employees shall include only one person and shall be made in the positive. A majority of the elected members voting in the affirmative shall constitute re-employment.

Nonrenewed administrators who have tenure as a teacher in the district will be offered a teaching position in accordance with law and must provide written notice to the district by June 1 if they do not intend to accept the position.

If an administrator is nonrenewed or demoted, and if the employee has been re-employed five times by the district, the employee may, within ten days following receipt of the notice, request a written statement of reasons. The statement shall be provided within ten days of receipt of the request. The employee shall be granted a hearing if requested in writing within ten days after receipt of the statement of reasons. The hearing shall be held within ten days of the receipt of the request and shall be open at the employee's request. The employee may have counsel, testify, offer evidence and cross-examine witnesses. After the hearing, no further action by the Board shall be required.

Noncertificated Professional Staff

In general, the district does not enter into employment contracts with noncertificated professional staff. Noncertificated professional staff employees are considered at-will employees and will continue to be employed with the district from year to year unless notified otherwise. When applicable, the district will provide reasonable assurance of continued employment status to employees prior to the summer break.

Due Process and Allegations of Sexual Misconduct with a Student

If a district employee's contract is not renewed as a result of an allegation of criminal sexual misconduct involving a child, as defined by § 566.083, RSMo., or sexual misconduct as defined in Board policy or as determined by the Children's Division of the Department of Social Services, the district may be legally required to release, or may choose to release, information regarding the allegation to potential employers as detailed in policy GBLB. In these circumstances, the district will provide the employee or former employee a due process hearing when required by law if such a hearing was not already provided. The administrator or designee is authorized to consult with the district's attorney to determine the appropriate level of due process, if any, to provide.

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Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.

Adopted:

Revised: January 14, 2020

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation
CBC, Administrator's Contract/Compensation and Benefits
JHG, Reporting and Investigating Child Abuse and Neglect

Legal Refs: Mo. Const. art. III, §§ 38(a), 39(3)
§§ 162.068, 168.101, .126, RSMo.
U.S. Const. amend. XIV

Livingston Co. R-III School District, Chula, Missouri

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