

## **TERMINATION OF PROFESSIONAL STAFF MEMBERS**

### **Noncertificated Personnel**

#### ***Noncertificated Employees with Employment Contracts***

Employees with employment contracts will be terminated after due process in accordance with the contract and law.

#### ***Noncertificated Employees without Employment Contracts***

The superintendent or designee may terminate employees who are not under contract. The superintendent shall report any such termination to the Board of Education, and the decision will stand approved unless reversed by the Board.

### **Certificated Personnel**

Employees whose positions require a teaching certificate in accordance with law (certificated personnel) shall be terminated in accordance with the provisions of the Teacher Tenure Act of Missouri or other applicable law.

#### ***Tenured Teachers***

##### **I. Method**

- A. A tenured teacher may be terminated by the Board of Education of a school district for one or more of the following reasons:
  - 1. Physical or mental condition unfitting him or her to instruct or associate with children. This provision will not be used for termination unless the district is also in compliance with other state and federal laws requiring the reasonable accommodation of persons with disabilities.
  - 2. Immoral conduct.
  - 3. Incompetency, inefficiency or insubordination in the line of duty.
  - 4. Willful or persistent violation of or failure to obey the school laws of the state or the published regulations of the Board of Education of the school district employing him or her.

5. Excessive or unreasonable absence from performance of duties.
  6. Conviction of a felony or crime involving moral turpitude.
- B. In determining the professional competency or efficiency of a tenured teacher, consideration should be given to the teacher's performance evaluations, other documentation or evidence of performance, and any written standards of performance adopted by the Board.
- C. A tenured teacher's contract may not be terminated by the Board of Education until after service upon the teacher of written charges specifying with particularity the grounds alleged to exist for termination of such contract, notice of a hearing on charges and, if requested by the teacher, a hearing by the Board of Education.
- D. If the charges are for incompetency, inefficiency or insubordination, at least 30 days before service of the notice of charges, the superintendent will give the teacher a warning in writing stating specifically the causes which, if not removed, may result in charges. Thereafter, the superintendent or designee and the teacher shall meet in an effort to resolve the matter. Thirty days' notice is not necessary for termination for charges other than incompetency, inefficiency and insubordination.
- E. Notice of a hearing upon charges, together with a copy of charges, shall be served on the tenured teacher at least 20 days prior to the date of the hearing. The notice and copy of charges may be served upon the teacher by certified mail with personal delivery, addressed to the employee at his or her last known address. If the teacher or the teacher's agent does not, within ten days after receipt of the notice, request a hearing on the charges, the Board may, by a majority vote, order the contract of the teacher terminated. If a hearing is requested by either the teacher or the Board of Education, it shall take place not less than 20 or more than 30 days after notice of the hearing has been furnished to the tenured teacher.
- F. On the filing of charges in accordance with this section, the Board may suspend the teacher from active performance of duty until a decision is rendered by the Board, but the teacher's salary shall be continued during such suspension unless the law requires the suspension to be without pay. If a decision to terminate a teacher's employment is appealed and the decision is reversed, the teacher shall be paid his or her salary lost while the appeal was pending.

## II. Termination Hearing

If a hearing is requested on the termination of a tenured contract or is otherwise used for the termination of a professional staff member under this policy, it shall be conducted by the Board of Education in accordance with the following provisions:

- A. The hearing shall be public.
- B. Both the teacher and the person filing charges may be represented by counsel who may cross-examine witnesses.
- C. Testimony at hearings shall be on oath or affirmation administered by the president of the Board of Education, who shall have the authority to administer oaths in accordance with law.
- D. The Board shall have the power to subpoena witnesses and documentary evidence as provided in § 536.077, RSMo., and shall do so on its own motion or at the request of the teacher against whom charges have been made. The Board shall hear testimony of all witnesses named by the teacher. However, the Board may limit the number of witnesses to be subpoenaed on behalf of the teacher to not more than ten.
- E. The Board of Education shall employ a stenographer who shall make a full record of the proceedings of the hearings and who shall, within ten days after the conclusion thereof, furnish the Board of Education and the teacher, at no cost to the teacher, a copy of the transcript of the record, which shall be certified by the stenographer to be complete and correct. The transcript shall not be open to public inspection unless the hearing on the termination of the contract was an open hearing or if an appeal from the decision of the Board is taken by the teacher.
- F. All costs of the hearing shall be paid by the Board except the cost of counsel for the teacher.
- G. The decision of the Board of Education resulting in the demotion of a tenured teacher or the termination of a tenured contract shall be by a majority vote of the members of the Board of Education, and the decision shall be made within seven days after the transcript is furnished them. A written copy of the decision shall be furnished to the teacher within three days thereafter.

### III. Appeal

- A. The teacher may appeal the decision of the Board of Education to the circuit court of the county where the district is located. The appeal shall be taken within 15 days after service of a copy of the decision of the Board of Education upon the teacher, and if an appeal is not taken within that time, the decision of the Board of Education shall become final.
- B. The appeal may be taken by filing notice of appeal with the Board of Education, whereupon the Board of Education, under its certificate, shall forward to the court all documents and papers on file in the matter, together with a transcript of the evidence, the findings and the decision of the Board of Education, which shall thereupon become the record of the cause. Such appeal shall be heard as provided in Chapter 536, RSMo.

#### ***Probationary Teachers***

A probationary teacher may be terminated during the course of a contract for any legal reason including, but not limited to, the reasons for terminating a tenured teacher.

If in the opinion of the Board of Education any probationary teacher has been doing unsatisfactory work, the Board of Education, through its authorized administrative representative, shall provide the teacher with a written statement definitely setting forth his or her alleged incompetency and specifying the nature thereof in order to furnish the teacher an opportunity to correct his or her fault and overcome the incompetency. If improvement satisfactory to the Board of Education has not been made within 90 days of receipt of the notification, the Board of Education may terminate the employment of the probationary teacher immediately. Termination on other grounds may progress immediately.

Any motion to terminate the employment of a probationary teacher shall include only one person and must be approved by a majority of the members of the Board of Education. A tie vote thereon constitutes termination. A probationary teacher will receive due process as required by law prior to termination. The district may utilize the hearing process detailed above for the termination of tenured teachers.

#### ***Certificated Administrative Staff Ineligible for Tenure***

Certificated employees ineligible for tenure (other than the superintendent) in their present positions, such as principals and assistant principals, may be terminated during the course of a contract for any legal reason including, but not limited to, the reasons for terminating instructional personnel. No improvement period is required prior to the notice of charges.

If an administrator other than the superintendent is also a tenured teacher, the district will provide the terminated administrator a teaching position for which he or she is qualified if a position is available in accordance with law, unless the teaching contract has also been terminated.

An administrator will receive due process prior to termination as required by law. The district may utilize the process for dismissal of tenured teachers.

### ***Additional Remedies***

In addition to termination, the district reserves the right to seek the revocation or discipline of a teaching or administrative certificate with the State Board of Education, pursuant to state law. The district may petition the Attorney General's Office to file charges with the State Board of Education on behalf of the school district for any reason other than annulment of contract. The district may also file criminal charges or seek other civil damages when appropriate.

### ***Notification to the State Board and the Attorney General***

The superintendent or designee shall immediately provide written notice to the State Board of Education and the attorney general upon learning that a certificated employee has pled guilty to or was found guilty of any offense that would authorize the State Board to seek discipline or revoke a teaching certificate.

### **Notification to Retirement Systems**

In accordance with law, the district will notify the Public School Retirement System (PSRS), the Public Education Employee Retirement System (PEERS) or any other relevant state retirement system when an employee or former employee is charged with or convicted of any of the following crimes committed in direct connection with or directly related to the employee's or former employee's duties as an employee with the district, when the charge or conviction is a felony:

1. Stealing under ' 570.030, RSMo., when the offense involved money, property or services valued at \$5,000 or more;
2. Receiving stolen property under ' 570.080, RSMo., as it existed before January 1, 2017, when such offense involved money, property or services valued at \$5,000 or more;
3. Forgery under ' 570.090, RSMo.;
4. Counterfeiting under ' 570.103, RSMo.;
5. Bribery of a public servant under ' 576.010, RSMo.;

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6. Acceding to corruption under ' 576.020, RSMo.; or
7. Any substantially similar offense under federal law.

### **Due Process and Allegations of Sexual Misconduct with a Student**

If a district employee is terminated 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 superintendent 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: 7-15-15

Revised: 10-18-18, 2-20-20

Cross Refs: AC, Prohibition against Discrimination, Harassment and Retaliation  
HPA, Employee Walkouts, Strikes and Other Disruptions  
ILA, Test Integrity and Security  
JFCF, Bullying  
JFCG, Hazing  
JFG, Interrogations, Interviews and Searches  
JHG, Reporting and Investigating Child Abuse and Neglect

Legal Refs: ' ' 105.669, 162.068, 168.071, .101, .114, .116, .118, .120, .126, RSMo.  
U.S. Const. amend. XIV

Dent-Phelps R-III School District, Salem, Missouri