

Policy GDPE: NONRENEWAL AND TERMINATION OF SUPPORT STAFF MEMBERS

Status: ADOPTED

Original Adopted Date: 09/11/2017 | Last Revised Date: 11/08/2021 | Last Reviewed Date: 11/08/2021

Employees without Contracts

The superintendent may terminate support staff members who are not under contract. The superintendent shall report any such termination to the board of education. The superintendent's decision will stand approved unless reversed by the board.

Although support staff employees employed without contracts have no contractual right to continued employment from one academic term or year to the next, such employees may reasonably expect continued employment until notified otherwise by the superintendent or designee.

Employees with Contracts

Nonrenewal

Unless otherwise required by law, the district may nonrenew the contracts of support staff by notifying employees prior to entering into a new contract with them that their contract will not be renewed.

Termination

Support staff members employed under contract may be terminated during the term of such contract for violation of board policies, violation of state law or for any other legal reason. Prior to the termination, the district will notify the employee of the charges and shall give the employee an opportunity to discuss or rebut the charges.

Unless an employee's contract allows for termination for any reason at the end of a notice period, the employee may appeal the termination to the board by filing a written notice of appeal with the superintendent after receiving the notice of charges and within the time frame specified by the superintendent or designee.

If an appeal is taken, the employee will continue to be paid until the board renders its decision. If the board terminates the employee after a hearing, the district may dock any pay it owes the employee back to the date the employee was initially notified of the termination.

Termination Pursuant to Contract Terms

If an employee's contract allows for termination for any reason at the end of a notice period and such notice is given, the employee's contract rights shall expire in accordance with the contract. Notice of termination from the superintendent shall be deemed to be notice from the board of education and shall be effective for such purpose when given unless later reversed by the board.

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.;
6. Acceding to corruption under § 57020, RSMo.; or
7. Any substantially similar offense under federal law.

Due Process and Allegations of Sexual Misconduct with a Student

If a district employee's contract is not renewed or the 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.

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.*

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State References

§105.669, RSMo.

Description

State Statute -
<https://simbli.eboardsolutions.com/SU/slshVClyWU73Tdpv4JZYxrPDw==>

§162.068, RSMo.

State Statute -

<https://simbli.eboardsolutions.com/SU/slshVClyWU73Tdpv4JZYxrPDw==>

§168.071, RSMo

State Statute -

<https://simbli.eboardsolutions.com/SU/slshVClyWU73Tdpv4JZYxrPDw==>

Federal References

U.S. Const., amend. XIV

Description

U.S. Constitution -
<https://simbli.eboardsolutions.com/SU/BahLMEbzGORzsaRbDVEg3Q==>

Cross References

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Description

PROHIBITION AGAINST ILLEGAL DISCRIMINATION, HARASSMENT AND RETALIATION -
<https://simbli.eboardsolutions.com/SU/wRIUplusPNvIEAZunwFdyODiQ==>

ACA

SEXUAL HARASSMENT UNDER TITLE IX -
<https://simbli.eboardsolutions.com/SU/3XjFKXtMIxwttitktADVQ==>

ILA

TEST INTEGRITY AND SECURITY -
<https://simbli.eboardsolutions.com/SU/BbLiO9tPDngJ1XJdfc5lw==>

JFCF

BULLYING -

<https://simbli.eboardsolutions.com/SU/n9hnGB95MZ2waF5zBE9slshoA==>

JHG

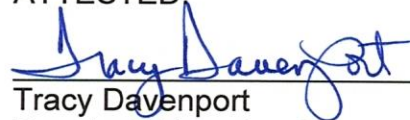
REPORTING AND INVESTIGATING CHILD ABUSE AND NEGLECT -

<https://simbli.eboardsolutions.com/SU/213plusWvaHfD5tSi1LMKsHvw==>



Helen Wade
Board of Education President

ATTESTED:



Tracy Davenport
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