

**IN THE MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

COMPLETE TITLE OF CASE

NATHAN STOLOV,

Appellant,

v.

JACKSON COUNTY SCHOOL DISTRICT C-1 OF HICKMAN MILLS, JACKSON
COUNTY, MISSOURI,

Respondent.

DOCKET NUMBER WD74784

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

DATE: June 11, 2013

APPEAL FROM

The Circuit Court of Jackson County, Missouri
The Honorable J. Dale Youngs, Judge

JUDGES

Division Two: Ahuja, P.J., and Mitchell and Gabbert, JJ.

CONCURRING.

ATTORNEYS

Mark V. Dugan and Heather J. Schlozman
Overland Park, KS

Attorneys for Appellant,

Robert O. Jester, Jessica M. Bernard, and Wesley J. Carrillo
Kansas City, MO

Attorneys for Respondent.



MISSOURI APPELLATE COURT OPINION SUMMARY
MISSOURI COURT OF APPEALS, WESTERN DISTRICT

NATHAN STOLOV,)
)
) **Appellant,**)
)
v.)
) **OPINION FILED:**
) **June 11, 2013**
)
JACKSON COUNTY SCHOOL)
DISTRICT C-1 OF HICKMAN MILLS,)
JACKSON COUNTY, MISSOURI,)
)
) **Respondent.**)

WD74784

Jackson County

Before Division Two Judges: Alok Ahuja, Presiding Judge, and Karen King Mitchell and Anthony Rex Gabbert, Judges

Nathan Stolov appeals the trial court’s grant of summary judgment in favor of his former employer, Jackson County School District C-1 of Hickman Mills (the District), on Stolov’s breach of contract claim, which alleged that the District breached its contract with Stolov when it decided not to renew his teaching contract without first giving him notice and a hearing, as required by the Missouri Teacher Tenure Act (the Act). Because Stolov was not a permanent teacher under the Act, he was not entitled to the process he claims; thus, the District did not breach his contract, and the trial court’s grant of summary judgment is affirmed.

AFFIRMED.

Division Two holds:

1. The Missouri Teacher Tenure Act addresses two different kinds of teachers—permanent and probationary—and applies different protections for each.
2. Although probationary teachers are generally required to work in the same school district for five successive years before attaining permanent teacher status, section 168.104(5) requires the local school board to waive one of the five years if the

probationary teacher “has been employed in any other school system as a teacher for two or more years”

3. To qualify for the waiver, one must have been employed (1) in a school system (2) as a teacher (3) for two or more years.
4. Although there is no statutory definition for a “school system,” there is a statutory definition for “teacher” in section 168.104(7).
5. To be considered a teacher under section 168.104(7), one must: (1) teach in a public school, (2) in grades kindergarten through twelve, and (3) have a valid teaching certificate.
6. Under the Act, a teacher is defined, in part, as an employee of any “school district.” Given that the legislature chose to use the phrase, “school system,” rather than “school district,” in the waiver provision, there appears to be a conflict in the statutes requiring resolution.
7. Pursuant to rules of statutory construction, we hold that the waiver provision requires a probationary teacher to meet all of the requirements of a “teacher,” as that term is statutorily defined, except for the requirement that the person’s past teaching experience be in a “school district.”
8. Here, none of Stolov’s past teaching experiences met the definition of “teacher,” as required for the waiver provision. Thus, at the time of his non-renewal, he was merely a probationary teacher and not entitled to any of the procedural protections he now asserts.
9. Accordingly, the District did not breach its contract with Stolov, and the trial court did not err in granting summary judgment in favor of the District.

Opinion by: Karen King Mitchell, Judge

June 11, 2013

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