

SECOND REGULAR SESSION

HOUSE BILL NO. 1714

102ND GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE BYRNES.

3950H.011

DANA RADEMAN MILLER, Chief Clerk

AN ACT

To repeal sections 162.961 and 167.027, RSMo, and to enact in lieu thereof four new sections relating to protections for parents in school district encounters.

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

Section A. Sections 162.961 and 167.027, RSMo, are repealed and four new sections
2 enacted in lieu thereof, to be known as sections 161.854, 162.106, 162.961, and 167.027, to
3 read as follows:

161.854. 1. As used in this section, the following terms mean:

2 **(1) "Individualized education program" or "IEP", a written statement for a**
3 **child with a disability that is developed, reviewed, and revised in accordance with 34**
4 **CFR 300.320 to 300.324 and under 20 U.S.C. Section 1401, as amended;**

5 **(2) "Local educational agency" or "LEA", a public school or other political**
6 **subdivision of the state serving any student with an IEP;**

7 **(3) "Parent", as defined in 34 CFR 300.30;**

8 **(4) "Public school", the same definition as in section 160.011.**

9 **2. Each local educational agency shall implement parental consent procedures as**
10 **described in 34 CFR 300.300 and this section.**

11 **3. Each local educational agency shall obtain written parental consent for initial**
12 **placement, annual placement, placement change, removal of a service or services, or**
13 **reduction of service minutes by more than twenty-five percent in the individualized**
14 **education program of a child with disabilities prior to such placement, removal, or**
15 **reduction. The LEA shall maintain written documentation of the date of parental**
16 **consent for initial placement, annual placement, or revision to the IEP.**

EXPLANATION — Matter enclosed in bold-faced brackets ~~thus~~ in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

17 **4. If the parents and local educational agency fail to reach an agreement on the**
18 **child's individualized education program but reach an agreement on certain IEP**
19 **services or interim placement, the child's new IEP shall be implemented in the areas of**
20 **agreement and the child's last agreed-upon IEP shall remain in effect in the areas of**
21 **disagreement until the disagreement is resolved.**

22 **5. Parents have the right to visit any program or classroom proposed for their**
23 **child before consenting to IEP changes if the child is identified as eligible for special**
24 **education services. A visit occurring under this subsection shall be scheduled before or**
25 **after regular school hours to ensure that such child's hours of instruction are not**
26 **interrupted.**

27 **6. The department of elementary and secondary education shall adopt a parental**
28 **consent form that each local educational agency shall use for any action related to a**
29 **child's individualized education program. Such form shall be provided to the parent in**
30 **the parent's native language, as described in 34 CFR 300.503, and shall include at least**
31 **the following:**

32 **(1) A statement that the parent is a participant of the child's IEP team and has**
33 **the right to consent or refuse consent to the actions as described in this section proposed**
34 **by the IEP team or LEA. The statement shall include at least information that the**
35 **refusal of parental consent means that the school district has no authority to proceed**
36 **with the actions without parental consent or the LEA filing a due process complaint in**
37 **accordance with 34 CFR 300.507 to 300.508;**

38 **(2) A "Does consent" box, signature line, and date line;**

39 **(3) A "Does NOT consent" box, signature line, and date line; and**

40 **(4) A "Partial consent" box, signature line, date line, and space for indicating**
41 **the areas of agreement.**

42 **7. A local educational agency shall not proceed with implementing a child's**
43 **individualized education program without parental consent unless the LEA documents**
44 **reasonable efforts, as outlined in the procedural safeguards notice required under 34**
45 **CFR 300.504, to obtain the parent's consent and the parent has failed to respond or the**
46 **LEA obtains approval through a due process complaint and hearing in which the**
47 **hearing officer or commissioner finds that the IEP with the proposed change or changes**
48 **provides for a free appropriate public education for the student in accordance with 34**
49 **CFR 300.507 to 300.513.**

50 **8. If a local educational agency and parent fail to reach an agreement, either**
51 **party may request a facilitated individualized education program meeting, mediation,**
52 **due process complaint and hearing, or other dispute resolution options as outlined in the**
53 **procedural safeguards notice.**

54 **9. This section shall not be construed to abrogate any parental right identified in**
55 **the federal Individuals with Disabilities Education Act (IDEA) and such act's**
56 **implementing regulations.**

162.106. 1. As used in this section, the following terms mean:

2 **(1) "Member", an individual elected or appointed to serve on a school board;**

3 **(2) "School board", a local school board, special administrative board, board of**
4 **education, board of directors, or governing board of a charter school that has general**
5 **control of the property and affairs of a school district or charter school.**

6 **2. Each member shall engage in conduct in the service of a school board in a**
7 **manner that complies with all provisions of law relating to conflicts of interest.**
8 **Members shall at all times make good-faith efforts to avoid the appearance of a conflict**
9 **of interest. Each member shall declare such member's interest in any instance in which**
10 **such member may have a potential conflict of interest arises and, as applicable, shall**
11 **refrain from debating or voting upon a question of engaging or using a business entity**
12 **that is the subject of the potential conflict of interest.**

13 **3. Each school board shall make public the disclosure of potential member and**
14 **employee conflicts of interest. The board's disclosure of such potential conflicts of**
15 **interest shall exclude compensation received as an employee, the payment of any tax,**
16 **fee, or penalty due to the school district, and any payment for providing utility services**
17 **to the school district. The board's disclosure of such potential conflicts of interest shall**
18 **contain at least the following information:**

19 **(1) Each transaction in excess of five hundred dollars per calendar year between**
20 **the school district and:**

21 **(a) A member;**

22 **(b) An employee;**

23 **(c) A superintendent;**

24 **(d) A chief purchasing officer or the equivalent;**

25 **(e) A general counsel employed full time; or**

26 **(f) Any individual related within the first degree of consanguinity to the**
27 **individuals listed in paragraphs (a) to (e) of this subdivision;**

28 **(2) Each transaction between the school district and a business entity in which**
29 **the individuals listed in paragraphs (a) to (f) of subdivision (1) of this subsection have a**
30 **substantial interest in excess of five hundred dollars;**

31 **(3) The identities of the parties in each transaction; and**

32 **(4) The dates of each transaction.**

33 **4. Each school superintendent, administrative staff school employee, chief**
34 **purchasing officer or the equivalent, and general counsel employed full time shall**
35 **disclose in writing the following information:**

36 **(1) The name and address of each employer or contractor from whom such**
37 **individual received income of one hundred dollars or more;**

38 **(2) The name and address of each sole proprietorship owned by such individual,**
39 **if any;**

40 **(3) The name, address, and general nature of business conducted by each**
41 **general partnership or joint venture in which such individual is or was a partner or**
42 **participant;**

43 **(4) The name and address of each partner or coparticipant in the general**
44 **partnership or joint venture unless the information is already filed with the Missouri**
45 **secretary of state;**

46 **(5) The name, address, and general nature of business of any closely held**
47 **corporation or limited partnership of which the individual owns or owned ten percent**
48 **or more;**

49 **(6) The name, address, and general nature of any publicly traded corporation or**
50 **limited partnership that is listed on a regulated stock exchange or automated quotation**
51 **system of which the individual owned two percent or more of any class of outstanding**
52 **stock, limited partnership units, or other equity interests; and**

53 **(7) The name and address of each corporation the individual served for the last**
54 **five years or for which the individual is serving in the capacity of director, officer, or**
55 **receiver.**

56 **5. No school district shall retain any attorney or law firm for the purpose of**
57 **providing counsel or litigating any administrative or legal proceeding concerning a**
58 **school district's decision regarding the evaluation or an individualized education**
59 **program of a student if such attorney or law firm employs or contracts with the school**
60 **district's members or employees.**

162.961. 1. A parent, guardian or the responsible educational agency may request a
2 due process hearing before the administrative hearing commission with respect to any matter
3 relating to identification, evaluation, educational placement, or the provision of a free
4 appropriate public education of the child. Such request shall include the child's name,
5 address, school, issue, and suggested resolution of dispute if known. Except as provided in
6 subsection 4 of this section, the administrative hearing commission shall within fifteen days
7 after receiving notice assign a commissioner who is not an employee of the state board of
8 education or department of elementary and secondary education to hear the case.
9 Commissioners shall have some knowledge or training involving children with disabilities,

10 shall not have a personal or professional interest which would conflict with ~~[his or her]~~ **such**
11 **commissioner's** objectivity in the hearing, and shall meet the training and assessment
12 requirements pursuant to state regulations, federal law and regulation requirements of the
13 Individuals With Disabilities Education Act, and the requirements in section 621.253. No
14 commissioner who conducts a due process hearing shall have been employed within the last
15 five years by a school district or by an organization engaged in special education parent and
16 student advocacy, performed work for a school district or for a parent or student as a special
17 education advocate within the last five years as an independent contractor or consultant, been
18 employed within the last five years by the state board of education or department of
19 elementary and secondary education, or performed work for the state board of education or
20 department of elementary and secondary education within the last five years as an
21 independent contractor or consultant, or been party to a special education proceeding as an
22 attorney, parent, or child. During the pendency of any hearing, or prior to the assignment of
23 the commissioner, the parties may, by mutual agreement, submit their dispute to a mediator
24 pursuant to section 162.959.

25 2. The parent or guardian, school official, and other persons affected by the action in
26 question shall present at the hearing all pertinent evidence relative to the matter under appeal.
27 All rights and privileges as described in section 162.963 shall be permitted. **In hearings**
28 **relating to a child with a disability that are held under the federal Individuals with**
29 **Disabilities Act (IDEA) (20 U.S.C. Section 1400 et seq.), applicable state law, or rules or**
30 **regulations promulgated under such federal or state law, the burden of proof and the**
31 **burden of production shall be on the school district in any due process hearing**
32 **regarding any matter related to the identification, evaluation, reevaluation,**
33 **classification, educational placement, disciplinary action, or the provision of a free**
34 **appropriate public education of the child.**

35 3. After review of all evidence presented and a proper deliberation, the commissioner,
36 within the ~~[time lines]~~ **timelines** required by the Individuals With Disabilities Education Act,
37 20 U.S.C. Section 1415 and any amendments thereto, shall determine its findings,
38 conclusions, and decision in the matter in question and forward the written decision to the
39 parents or guardian of the child and to the president of the appropriate local board of
40 education or responsible educational agency and to the department of elementary and
41 secondary education. A specific extension of the ~~[time line]~~ **timeline** may be made by the
42 commissioner assigned to the matter at the request of either party, except in the case of an
43 expedited hearing as provided in subsection 4 of this section.

44 4. An expedited due process hearing by the administrative hearing commission may
45 be requested by a parent to challenge a disciplinary change of placement or to challenge a
46 manifestation determination in connection with a disciplinary change of placement or by a

47 responsible educational agency to seek a forty-five school day alternative educational
48 placement for a dangerous or violent student. The administrative hearing commission shall
49 assign a commissioner to hear the case and render a decision within the ~~[time-line]~~ **timeline**
50 required by federal law and state regulations implementing federal law. A specific extension
51 of the ~~[time-line]~~ **timeline** is only permissible to the extent consistent with federal law and
52 pursuant to state regulations.

53 5. If the responsible public agency requests a due process hearing to seek a forty-five
54 school day alternative educational placement for a dangerous or violent student, the agency
55 shall show by substantial evidence that there is a substantial likelihood the student will injure
56 ~~[himself]~~ **the student** or others and that the agency made reasonable efforts to minimize that
57 risk, and shall show that the forty-five school day alternative educational placement will
58 provide a free appropriate public education which includes services and modifications to
59 address the behavior so that ~~[it]~~ **such behavior** does not reoccur, and continue to allow
60 progress in the general education curriculum.

61 6. Any due process hearing request and responses to the request shall conform to the
62 requirements of the Individuals With Disabilities Education Act (IDEA). Determination of
63 the sufficiency shall be made by the commissioner. The commissioner shall enforce the
64 process and procedures, including ~~[time-lines]~~ **timelines**, required by the IDEA, related to
65 sufficiency of notice, response to notice, determination of sufficiency dispute, and
66 amendments of the notice.

67 7. A preliminary meeting, known as a resolution session, shall be convened by the
68 responsible public agency, under the requirements of the IDEA. The process and procedures
69 required by the IDEA in connection to the resolution session and any resulting written
70 settlement agreement shall be implemented. The responsible public agency or its designee
71 shall sign the agreement. The designee identified by the responsible public agency shall have
72 the authority to bind the agency. A local board of education, as a responsible public agency,
73 shall identify a designee with authority to bind the school district.

74 8. Notwithstanding any provision of law to the contrary, when conducting a due
75 process hearing, the administrative hearing commission shall conform all of its practices,
76 procedures, filing deadlines, and response times to the requirements of the Individuals With
77 Disabilities Education Act (IDEA).

78 **9. (1) As used in this subsection, the following terms mean:**

79 **(a) "Parent", a parent, guardian, or other person having control or custody of a**
80 **student;**

81 **(b) "Proceeding", a proceeding conducted under this section including, but not**
82 **limited to, mediation if the school district or other public entity voluntarily agrees to**
83 **participate in mediation;**

84 (c) "Stay put", remain in the student's present educational placement and
85 continue in the student's present eligibility status and special education and related
86 services, if any.

87 (2) Except as otherwise provided in this subsection, a student shall stay put
88 during the pendency of a proceeding.

89 (3) A parent or student, if the student is at least eighteen years of age or
90 emancipated, shall have ten days after the mediation concludes or after a party declines
91 to use mediation to file a request for a due process hearing to continue to invoke the
92 stay-put provisions of this subsection if the parties:

93 (a) Participate in mediation but such mediation fails to resolve the dispute
94 between the parties; or

95 (b) Do not agree to use mediation.

96 (4) Subdivision (2) of this subsection shall not apply if the school district and the
97 parent or student, if the student is at least eighteen years of age or emancipated, agree
98 that the student should not stay put during the pendency of the proceeding.

167.027. 1. As used in this section, "student special education record" means the
2 following:

3 (1) An individualized education program, or IEP, as such term is defined in 20 U.S.C.
4 Section 1401, as amended;

5 (2) An individualized family service plan, or IFSP, as such term is defined in 20
6 U.S.C. Section 1401, as amended; ~~and~~

7 (3) A 504 plan created under Section 504 of the federal Rehabilitation Act of 1973,
8 29 U.S.C. Section 794, as amended;

9 (4) A record produced for a child with a disability, as such term is defined in 20
10 U.S.C. Section 1401, as amended; and

11 (5) Other records produced for a child under the federal Individuals with
12 Disabilities Education Act (IDEA), as amended.

13 2. For the 2023-24 school year and all subsequent school years, a student special
14 education record shall be deemed a permanent record and shall be maintained as a part of a
15 child's cumulative scholastic record.

16 3. Notwithstanding any other provision of law, rule, regulation, or policy to the
17 contrary, no school district or public school shall destroy a child's most recent student special
18 education record.

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