

# School contracts aren't elementary

**P**apers often do business with local school districts. But several little known laws catch all parties off guard.

Often even school district officials do not realize that Section 432.070 of the Missouri Revised Statutes requires that all contracts with a Missouri school district be in writing, dated and signed by all parties. Otherwise, Missouri courts will hold that the contract is inoperable – void ab initio.

This law cannot be waived by any party to the contract. It has been repeatedly upheld even through modern times to invalidate contracts between school districts and a wide range of would-be business partners.

For instance, a painting company with an oral agreement with a former superintendent re-painted a school, but when he asked to be paid, the school, under new leadership, did not pay. The painting company had no meaningful recourse.

Newspapers doing business with school districts, then, would be wise to require written contracts with the school, or get the money up front.

Beyond the mercantile aspects, though, newspapers might find it provocative to inquire of their local school boards the status of their own insurance agreements.

Missouri courts have pointed to non-compliance with Section 432.070 to void insurance provisions. The impact? Schools may well be paying for insurance that they would have no right to collect upon. This isn't far-fetched. I have personally come up against this problem more than once in

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the courtroom.

Two other statutes also require that contracts be approved by a majority of board members. Rev. Stat. § 162.511 (“No contract shall be let . . . unless a majority of the board shall vote therefor. . . .”); Mo. Rev. Stat. § 162.301 (same for all seven director school districts).

The Missouri Supreme Court has, in recent history, stated that purpose of Section 432.070 is:

“that the terms of the contract shall, in no essential particular, be left in doubt...” Newsome v. Kansas City, Missouri Sch. Dist., 520 S.W.3d 769, 778 (Mo. banc 2017).

But the law is likely sowing seeds of doubt regarding all manner of contracts in Missouri.



**Need to contact the Hotline Attorney?**  
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## CALENDAR

### June

- 13** — Courtroom Training, Cape Girardeau County Courthouse, Jackson
- 13** — Southeast Missouri Press Association Meeting, Jackson

### July

- 1** — Missouri Press Association Board of Director Nominations Due
- 4-5** — Missouri Press Offices Closed for Fourth of July Holiday

### September

- 19-21** — Missouri Press' Annual Convention, Springfield
- 22-28** — Missouri Photo Workshop, Kennett

### October

- 17** — Missouri Photojournalism Hall of Fame Induction Ceremony, Columbia
- 17** — Ozark Press Association Annual Meeting, Willow Springs

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