

MINUTES OF THE SENATE COMMITTEE ON EDUCATION

The meeting was called to order by VICE-CHAIRMAN GUS BOGINA at  
Chairperson

1:30 ~~xxx~~/p.m. on THURSDAY, FEBRUARY 23, 1984 in room 254-E of the Capitol.

All members were present except:  
Senator Harder, excused

Committee staff present:

Mr. Ben Barrett, Legislative Research Department  
Ms. Avis Swartzman, Legislative Revisor's Office  
Mrs. Millie Randell, Secretary

Conferees appearing before the committee:

SB 583 - School districts, imposing teaching duties on certain employees thereof (Rehorn)

Proponents:

Senator Tom Rehorn, author of the bill  
Ms. Terry Trask, Principal, East Heights Elementary School, Lawrence, Kansas

Opponents:

Dr. Jerry Schreiner, Executive Director, United School Administrators;  
Also speaking on behalf of Kansas Association of School Boards

SB 766 - Contracts of teachers employed by school districts, area vocational-technical schools, community colleges, nonrenewal, abridgement of constitutional rights (Education)

Proponents:

Ms. Pat Baker, Chief Legal Counsel for Kansas Association of School Boards

Opponents:

Mr. Craig Grant, Director of Political Action, K-NEA

SB 767 - Professional negotiation between boards of education and professional employees, certain rights of boards of education (Education)

Proponents:

Ms. Pat Baker, Chief Legal Counsel, Kansas Association of School Boards; also speaking on behalf of United School Administrators and USD, 259, Wichita

Opponents:

Mr. Craig Grant, Director of Political Action, K-NEA

Vice-Chairman Gus Bogina called the meeting to order in the absence of the Chairman. He first called upon Senator Tom Rehorn, author of SB 583, to explain the bill to the Committee. Senator Rehorn briefly explained how SB 583 would require personnel on the administrative staff of a school to also teach a course of instruction in that school. He then introduced Ms. Terry Trask, a principal in Lawrence, Kansas, to explain her role in both the administrative as well as teaching profession in her school. Ms. Trask said she felt that principals who also assume roles as teachers are better able to cope with classroom and teaching problems that may arise. Citing her dual role as an exception, she felt that the combined role of principal/teacher will not materialize voluntarily, and this, she stated, is why it must be mandated by the legislature.

Dr. Jerry Schreiner, in his testimony opposing SB 583, stated that he is speaking on behalf of Kansas Association of School Boards as well as for United School Administrators. Dr. Schreiner said he agreed with Senator Rehorn's recommendations that administrators should be instructional leaders and reported that most districts already have this option available to them. Dr. Schreiner said he agreed that administrators must keep in touch with the instructional process, but he did not feel it was up to the legislature to direct the local school districts how to utilize their personnel staffs.

CONTINUATION SHEET

MINUTES OF THE SENATE COMMITTEE ON EDUCATION,  
room 254-E, Statehouse, at 1:30 ~~a.m.~~/p.m. on THURSDAY, FEBRUARY 23, 1984.

SB 766 - Ms. Pat Baker, legal counsel for KASB, described the reason for the introduction of SB 766 and said that for the last two years there has appeared to be misunderstandings on the part of the hearing committee and this bill would help to clarify those misunderstandings. In referring to lines 0048 and 0049, Ms. Baker stated that problems arise when there are no set time limits in a due process law. She did recommend one change on these lines and that is to extend the outside time limit during which the board would be allowed to prepare evidence for the second hearing.

Mr. Craig Grant testified against SB 766. His response to Ms. Baker's suggested amendment was that it keeps the person involved in limbo for too long a time and that the attorneys could prepare for two hearings at the same time. He cited the difficulty in sometimes reassembling a panel for a hearing and especially in obtaining a third person for the panel.

SB 767 - Ms. Pat Baker, a proponent for SB 767, said that she is also testifying on behalf of United School Administrators and USD 259, Wichita, as well as for KASB. Her testimony is found in Attachment 1.

Mr. Craig Grant, K-NEA, testified in oppositon to SB 767, and his testimony is found in Attachment 2. He urged the Committee to report SB 767 adversely.

In response to a Committee request, Dr. William Curtis of KASB, distributed to Committee members a November, 1983 research bulletin entitled "Annual Survey on Teacher Employment Relations", and this is found in Attachment 3.

The Vice-Chairman said that the hearing on SB 767 was concluded and adjourned the meeting.

SENATE EDUCATION COMMITTEE

TIME: 1:30 p.m. PLACE: 254-E DATE: Thursday, Feb. 23, 1984

GUEST LIST

NAME

ADDRESS

ORGANIZATION

<u>NAME</u>	<u>ADDRESS</u>	<u>ORGANIZATION</u>
Jim Peterson	112 Sunset Desoto, Ks	DeSoto Teachers Assoc.
Susan Jones	6528 Reeder, Shawnee Ks	DeSoto Teacher Assoc
Bonita Bennett	2614 Maverick, Lawrence, Ks	DeSoto Teacher Assoc.
Lynn Bennett	P.O. Box 283 Jamestown, Ks.	Close-up Kansas
Vynette Dyson	1112 Archer Concordia, Ks.	Close Up Ks.
Lynda Cory	WU - Intern for Sen Angell	
Gay Hays	RR#2 Anthony	Close Up Ks.
Jim Potts	401 N. Anthony Anthony Ks	Close Up Ks
David A. Elmes	RR2 Box 75 Harper Ks	Close Up Ks.
Sharon Green	Topeka	Sen. Daniels, Sec
Dennis Derray	Lawrence	Sen Gerald Karr
Kevin Potts	Harper Ks. 1421 Oak	Close up Ks.
Eddie Sheer	Box 27 Bluff City, Ks	Close Up Kansas
Jim Hays	Topeka	Division of the Budget
M. Hays	"	Capitol Journal
Julie Altman	500 n. wall Buhler	close up Ks.
Renee Noble	303 Regier, Buhler	close-up Ks
Kent Ely	701 E. 56 <sup>th</sup> , Hutchinson	Close-up Ks
Karna Gackay	10006 E 690 <sup>th</sup> Hutchinson	Close-up Ks
Karen Arch	1114 N Carleton, Liberal	Close-up Ks.
Josanna Lewis	Rt 2, Box 220, Liberal	Close-up, Ks
Jill A. Sattin	101 E. Chippewa, Paola Ks 66071	Close-up, Ks

SENATE EDUCATION COMMITTEE

TIME: 1:30 p.m.

PLACE: 254-E

DATE: Thursday, Feb. 23, 1984

GUEST LIST

NAME

ADDRESS

ORGANIZATION

Caroly Hall	Olathe	Close-up
Teri Nutsch	Manhattan	Close-Up
Jerry Schrieber	Topeka	USA
Bill Shirk	Wichita	U.S.M.-259
Ellen Cembrowski	Topeka	KoAction for Children
Jim Youally	Shannon Mission	USD #512
Jada Altheiliger	Manhattan	Close-Up
Marnie Horn	Manhattan	Close-Up
J. L. McDonald	Topeka	Afr
Pat Baker	Topeka	KA SB
Craig Grant	Lawrence	H-WEA



KANSAS  
ASSOCIATION



OF  
SCHOOL  
BOARDS

5401 S. W. 7th Avenue Topeka, Kansas 66606  
913-273-3600

Testimony before the  
Senate Education Committee  
on  
Senate Bill 767  
by

Patricia Baker, Senior Legal Counsel  
Kansas Association of School Boards

February 23, 1984

Mr. Chairman, members of the committee, I appreciate the opportunity to appear before you today as a proponent of S.B. 767. Since first enacted in 1970, the professional negotiations act, K.S.A. 72-5413 et seq., has been amended several times by the legislature. The process of working out the kinks in any far-reaching piece of legislation is a lengthy one. Amendments, litigation, and refinement are part of the process involved in developing workable legislation. In a number of decisions by the Kansas appellate courts in the last few years, the scope of what is negotiable and how issues will be negotiated has been broadened. One of the most troublesome areas to those involved in negotiations are the judicial interpretations of K.S.A. 72-5423. Prior to the decision in Dodge City NEA v. USD 243, 6 K.A. 2d 810 (1981), the parties to negotiations brought their concerns regarding terms and conditions of employment to the bargaining table in a good faith effort to agree on what should be included in a negotiated agreement. The prevailing belief was that anything <sup>not</sup> negotiated, or noticed for negotiation remained the prerogative of the board of education until such a time as either party gave notice of intent to negotiate. This was and is

the prevailing practice of collective bargaining in both the private sector and the public sector outside the state of Kansas. Under the Kansas PN Act, through judicial interpretation, we now have a situation where the board of education is prevented from acting even in areas where the teachers have never shown an interest in bargaining.

Enactment of Senate Bill 767 would not prevent either party from properly noticing and negotiating on terms and conditions of professional service. It would simply reinstate the position of the parties before the Dodge City decision. In the opinion of the Kansas Association of School Boards and its member school boards, the Dodge City decision did not reflect the intention of this legislature either in 1970 or at any time that this body has taken up the Professional Negotiations Act. Following Dodge City, we did not make a concerted, strong effort to amend the law. It was hoped that the problems arising from the decision could be worked out by the parties or through litigation to clarify that decision. Unfortunately, that has not been the case. Two other decisions by the Kansas appellate courts, both arising in situations where a board of education attempted to exercise its right to make curricular changes, have set Dodge City in stone.

Senate Bill 767, if enacted, would allow the boards of education to make necessary decisions on issues arising during the term of a contract without reopening negotiations. Although, obviously, passage would benefit the boards of education, we also believe that the interests of teachers would be served by preventing year round hassles on issues that arise between negotiating seasons. A few examples of problems that arise under the current law might be illustrative:

- 1) Following successful negotiations and agreement between the parties, the bargaining representative of the teachers requests to use school facilities to meet. If there is nothing in the agreement and no past practices, then the board could not allow such a meeting.
- 2) After completion of negotiations where the parties did not negotiate the number of holidays to be granted to teachers, the board

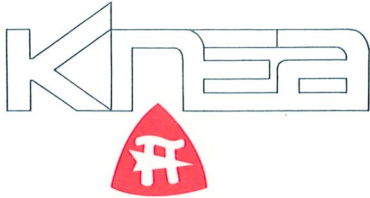
discovers that Easter will be very late the next year and would like to take a break on President's Day. This could not be done without opening negotiations on the whole issue of the number of holidays. 3) Wearing apparel is a mandatory subject of bargaining. Very few, if any, agreements cover this area. Usually there is not a past practice. Under Dodge City, the board could well have to negotiate before telling an employee that certain apparel is not appropriate for the classroom setting.

Giving the board the authority to deal with questions that come up during the year does not put the teachers in the position of living forever with the board decisions. Either side could notice that item for negotiation the next year.

Collective bargaining works when it facilitates a process, not when it stymies the functioning of either party. When the interpretation of the law becomes a stumbling block to cooperative efforts rather than a procedure to solve problems, the law needs to be changed.

We respectfully request your positive consideration of Senate Bill 767.





Craig Grant Testimony Before  
Senate Education Committee  
February 23, 1984

Thank you, Mr. Chairman. Members of the Committee, my name is Craig Grant and I represent Kansas-NEA. I appreciate the opportunity to speak with you in opposition to SB 767.

SB 767 takes away an extremely important concept in labor relations--the concept of past practice. Past practice indicates how people are dealt with in the normal day to day administration of any business. Arbitrator Arthur Jacobs describes a contract or agreement as "far more than words on paper. It is also all the oral understandings, interpretations, and mutually acceptable habits of action which have grown up around it over the course of time." Kansas-NEA believes that stable and peaceful relations between parties depend on a satisfactory superstructure of understanding as to how people are to be dealt with over the course of a year. That understanding should not have to all be written down in an official contract. In the fifteen years I have negotiated for teachers, I did not bring to negotiations each and every condition of employment open for negotiations. I believed that teachers should bring problems which were of immediate concern to discuss possible solutions. Other items which I felt were working well in the district were left alone.

SB 767 would allow Boards of Education the opportunity to take away these "customs" or past practices which have worked to both parties advantage unilaterally with no discussions with the teachers until the next round of negotiations. Line 33 of the bill which is current state law allows negotiation on the "request of either party at any time during the school year." Boards can, if they really have a serious concern, open discussion with regard to any term and condition of employment at any time. Addendums to contracts have and continue to be added during the term of the agreement. The worst scenario that can and should be pictured is that a Board would have to wait until the next school year to unilaterally change a past

continued  
Attachment 2

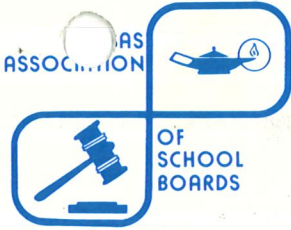


practice which has worked. If it had not worked, it would have been discussed in past negotiations. I know of few, if any, teachers' associations who would refuse to reopen a contract if there was a real need which had to be addressed. If changes are made unilaterally, even if negotiations follow in a few months, it will be extremely difficult to reverse the change after the fact. At least in negotiations teachers will learn the rationale for the change and can present ideas as to why the change would or would not be beneficial.

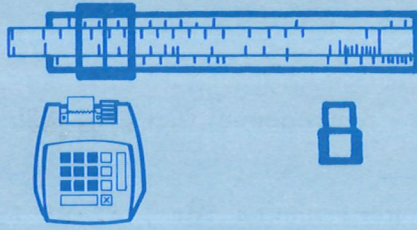
Kansas-NEA believes that the courts in Kansas and elsewhere have rightly upheld the concept of past practice in labor-management relationships. SB 767 would eliminate the stability in those relationships by allowing Boards to change existing terms and conditions of professional service without going through the process which this legislature has established.

Kansas-NEA asks that you report SB 767 unfavorable for passage.

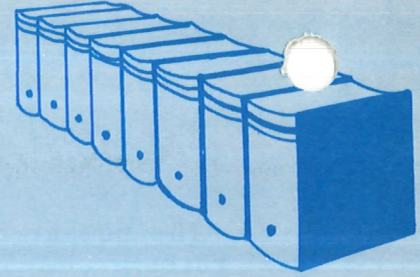
Thank you, Mr. Chairman and Members of the Committee, for listening to the concerns of teachers.



5401 S. W. 7TH AVENUE  
TOPEKA, KANSAS 66606



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November, 1983

# RESEARCH BULLETIN

Number 5

## ANNUAL SURVEY ON TEACHER EMPLOYMENT RELATIONS by Gordon Nelson, Director of Research

### SUMMARY AND GENERAL CONCLUSIONS FOR DATA FROM USD's

	1978 1979	1979 1980	1980 1981	1981 1982	1982 1983	1983 1984
1. VERIFIED TEACHER TERMINATIONS	15	10	8	5	8	
2. NONTENURED TEACHERS NONRENEWED	199	185	162	177	135	
3. TENURED TEACHERS NONRENEWED	58	35	37	43	55	
4. TEACHER RESIGNATIONS IN FACE OF NONRENEWAL	nr	nr	193	157	197	
5. TEACHERS REQUESTING CONTRACT RELEASE	843	614	614	376	255	319
6. WRITTEN BOARD POLICY ON RELEASE	151	186	198	203	213	233

nr - Not Reported

From statistics on teacher employment relations for a period of years, a Kansas school district can expect, as a rough estimate, a teacher dismissal every 38 years, a nonrenewal of a probationary teacher every three years; a nonrenewal of a tenured teacher every six to seven years; a resignation in the face of a possible nonrenewal or termination every two years; requests from two teachers for release from their signed contracts every year, and an appearance in court or before a state commission once in every 17 years to discuss the merits of some teacher employment practice in the district.

The statistics show a marked reduction in adversative positions in employment relations, especially in the number of challenged board decisions and appeals to the courts. A statistical comparison of three items for 1978-79 through 1982-83, of two items for 1978-79 through 1983-84, and one item for 1980-81 through 1983-84 shows the following trends.

1. The eight teachers terminated in 1982-83 contract year is about average for six years, this data is corroborated by using a telephone inquiry to those USD's reporting terminations. It was found after the high of 53 in 1976-77 that most of these were not solely termination actions by the board, but included resignations by teachers facing the possibility of termination. Subsequent yearly surveys have attempted to limit this question to actual terminations by board action.

2. The number of nontenured teachers nonrenewed for 1982-83, 135 teachers, is below average for 1974-75 to 1982-83.
3. The number of tenured teachers nonrenewed for 1982-83 is 55, above average for 1974-75 through 1982-83.
4. The survey for the third year requested data on the number of teachers resigning when informed of the possibility of a nonrenewal. The 1982-83 figure of 197 is the highest of the three year period.
5. The number of teachers requesting release from a signed contract is still below the average for the five-year period. In all probability, the lateness of contract agreements brought on by tardy decisions on school finance in state government is a factor.
6. The number of local boards of education having written board policy on teacher requests for release from signed contracts is 233, continuing the dramatic increase from 68 for 1977-78, an increase of 243%.

#### THE REPORT

In September, 1983, KASB mailed to the chief school administrators the survey questionnaire regarding teacher employment relations: terminations during and nonrenewals at the end of the 1982-83 school year, resignations, requests for release from 1983-84 contracts, and written board policy on release. The survey data are summarized below:

Type of School	USD's	Inter- Locals	Community Colleges
Number Reporting	305	12	5
Percent Reporting	100%	67%	26%

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1. NUMBER OF TEACHERS TERMINATED (discharged during the term of contract) DURING THE 1982-83 SCHOOL YEAR	8		
2. NUMBER OF NONTENURED (probationary) TEACHERS NONRENEWED FOR 1983-84 DURING 1982-83	135	11	1
3. NUMBER OF TENURED TEACHERS NONRENEWED FOR 1983-84 DURING 1982-83	55	2	2
4. NUMBER OF TEACHERS RESIGNED DURING 1982-83 WHEN INFORMED OF THE POSSIBILITY OF NONRENEWAL	197	8	1
5. NUMBER OF TEACHERS SIGNING 1983-84 CONTRACTS AND SUBSEQUENTLY ASKING FOR A RELEASE FROM CONTRACT	319	17	2
6. NUMBER OF BOARDS WITH WRITTEN POLICY ON RELEASE FROM A SIGNED CONTRACT	233	8	2

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The above table reports the survey data from all USD's and from 11 interlocal cooperatives and five community colleges. This is the second year that a sufficient number of interlocals and community colleges have reported to warrant tabulation and discussion here. It is, perhaps, indicative of the general interest and concern about these topics. This report will first discuss the data for USD's and later give a brief summary of the interlocals.

1. The number of teachers terminated during the term of their contracts for 1982-83 was eight. Seven districts were involved in the eight terminations. Teachers who were not actually terminated, but who chose to resign rather than face termination action by the board are not included here. Those statistics are reported in section #5.

Only two of these terminations proceeded to a court status. One court case was noticed for withdrawal by the teacher's attorney, but that withdrawal was never presented to the district. The other case was settled out of court.

2. The 135 nontenured (probationary) teachers nonrenewed for 1983-84 during the 1982-83 school year represented 87 school districts. Thirty school districts reported nonrenewal of more than one such teacher; the range for this group ran from two to 13 such teachers in a single school district. Three nontenured teachers requested hearings, alleging a violation of constitutional rights, the only statutory hearing basis for nontenured teachers. Only two, in the same district, are continuing to the hearing process. In the other case, the board denied the request, and no further development is anticipated.

3. The 55 tenured (continuing contract) teachers nonrenewed for 1983-84 during the 1982-83 school year represent 39 school districts. Fifteen districts reported nonrenewal of two, and in one case three, such teachers. Nineteen teachers requested hearings, but only 12 continued that process. Four committees recommended nonrenewal, and the boards confirmed those recommendations. One committee recommended retention, but the board rejected the recommendation. Five hearings have yet to file reports. Four court cases already stem from these instances, one against a board reversal of the committee and three against a committee recommendation for nonrenewal. One court case was initiated by the board; district court held that notice was defective. Two hearing cases are bound for court because the teacher is not certified now for the position. One hearing case ended in a year's leave of absence. Two hearing cases have multiple appeals, in district court and before the Kansas Civil Rights Commission, a kind of double jeopardy for the board. All court cases are pending. There is one renewal case still pending in court from previous years.

4. The survey also requested data on resignations of teachers who are faced with the possibility of a termination or nonrenewal. The data show a total of 197 such resignations in a total of 121 districts. Of the total resignations, 140 (71%) involved a nontenured teacher; 50 (25%) a tenured teacher. Ninety-four districts (78%) were involved in the nontenured teacher resignations; 38 (31%) in the tenured teacher resignations.

5. The number of teachers who signed 1983-84 contracts and subsequently asked for release totaled 319. The instances involved about 37% of the public school districts in Kansas. One superintendent termed this problem the most crucial problem facing public education. This practice makes teacher contracting a one-way street in employment relations since the board's refusal to grant a release results either in having an unhappy employee for the length of the contract or in having a contract broken by the teacher. The possibility of having a teaching certificate revoked as a penalty for breaching a contract does not become a factor in cases of a teacher's leaving elementary and secondary school employment, taking college or university employment, a husband's employment move, or in some cases moving to teacher employment in another state.

Of the 319 requests for release from signed contracts, 96% were granted by the boards of education; 2.8% were denied; and 1.3% were dropped after being made. The number of cases in which the school board granted the release without the assessment of liquidated damages indicates that boards of education exhibit a rather magnanimous attitude toward the teacher requesting a release from a signed and legal contract.



In the process of granting release from a signed contract, boards of education found suitable replacements for 236 teachers (74%); made no assessment of liquidated damages, even without a suitable replacement, for 42 teachers (13%); and assessed liquidated damages in granting the release to 32 teachers (10%).

Of nine instances in which boards denied the requests, four teachers remained with the school districts and five teachers left the districts breaching the contract. To date, no districts have filed an action to cancel the certification of a teacher who breached a signed contract with the district.

6. Two hundred and thirty-three local boards of education (76%) have written policy on requests for release from signed contracts. Seventy-one USD's have no such written policy; only 16% also include it in the teacher's contract, 84% do not; 28% have it in a negotiated agreement, 72% do not; and 69% require a suitable replacement before considering the release.

Twenty-nine boards in the state have written policies which set a flat amount for liquidated damages. That amount ranges from \$50.00 to \$500.00 with the median (the midpoint of the range) being \$300.00. Seventy-one boards have policy which schedules amounts of liquidated damages increasing as they approach the beginning of the school year. The dollar amounts in these schedules start with \$50.00 in late May and reach a high of \$1,200.00 in early September. No model for dates and amounts can be determined, but the list of some 60 patterns is available on request to the KASB Research Department. Fourteen boards assess liquidated damages in the amount of the actual cost of a replacement. One board uses a 10% of the value of the contract as liquidated damages, and four have increasing schedules of percentages instead of dollars.

KAR 91-22-7 provides that a complaint against a teacher for breaching a contract may be filed with the State Board of Education and referred to the Professional Practices Commission. It should be noted here that this regulation contains this language:

If the investigation reveals a settlement provision or liquidation damage (sic) clause in local board policy or in the contract of the employee, so that the employee could make a financial settlement to the local district governing authority or be relieved of contractual commitment by other agreed means, the commission shall dismiss the case.

This language was amended into KAR 91-22-7 on May 1, 1979, and was opposed by the KASB, but to no avail. KASB has some doubts that this provision is within the statutory rights of the Professional Practices Commission, but that will have to be decided in the legislature or in the courts.

Already determined by the courts is the validity and enforceability of liquidated damages in contract employment relations. In USD 315 (Colby, KS) vs. DeWerff, 6 Kan App 77, April 24, 1981, the Appellate Court said, "Liquidated damages provisions, if otherwise valid, are generally enforceable for the employee's wrongful termination of employment." The case involved the negotiated agreement of a penalty for breach of contract. The agreement was upheld in the district court when the word "penalty" actually meant liquidated damages.

There was one other legal action on liquidated damages in Kansas USD's. The court action involved a \$1,000.00 provision of liquidated damages at the time of breach of contract, but it was settled out of court for \$750.00.

Boards without policy have indicated that they largely review each case on its own merits; that they regularly grant a release when requested; that they don't allow releases

unless replacements are found; that they approve all such requests on the theory "If you don't want to be here, we don't want you here."; that it isn't educationally sound policy to attempt to enforce a contract and that they seek cancelation of the certificate if a teacher leaves without board approval. The indications are listed in order of frequency of response.

Seventy-four percent of the boards with policy for the assessment of liquidated damages do not have policy language which automatically grants release from contract on payment of liquidated damages; 26% do. Such release should be subject to board approval regardless of the presence of a liquidated damages clause.

#### PROBLEMS RELATING TO EMPLOYMENT

Problems listed by superintendents responding to the questionnaire are largely local in nature, but several problems are worthy of note.

1. The nonrenewal process does not work for eliminating below average teachers. It only works for those that are totally unsatisfactory.

2. Other districts offer contracts to teachers after May 15 and throughout the summer without the courtesy of consulting the district with which the teacher is already under contract to determine what effect the loss of the teacher may cause.

3. Late action on negotiations caused by impasse and/or late state decision on state aid invalidates the effect of a liquidated damages schedule.

4. Legal uncertainties are involved in placing a teacher on probation and/or not granting the expected increment on salary schedule.

5. Process for termination can legally be delayed by teacher and counsel so as to gain the remaining year's pay on suspension until hearing determines outcome. Opportunities for delay are:

- a. Selection of teacher's representative;
- b. Selection of third party representative;
- c. Selection by court of third party representative;
- d. Setting a committee meeting date;
- e. Holding the hearing;
- f. Conveying committee hearing decision to board.

Teacher then waives right to a hearing after collecting the year's salary or suing for the salary that may have been discontinued by the board earlier than the end of the school year.

#### SUMMARY AND CONCLUSIONS FOR DATA FROM INTERLOCALS AND COMMUNITY COLLEGES

The data reported on page two largely reflect that the interlocals and community colleges face a similar situation as do the USD's of the State of Kansas. Only three hearings were requested in all the nonrenewals or dismissals reported by these schools. One hearing did not materialize because a court action was initiated, then dropped, before the hearing could convene. Two court challenges of committee recommendations to nonrenew and board confirmations are expected in one community college.

Eight resignations when faced with board action to nonrenew occurred in the interlocals; only one in community colleges.

Sixteen requests for release from a signed contract were granted by interlocal boards. One other teacher left after being denied release by the board. Of all requests for release, only three involved the payment of assessed liquidated damages.

Slightly over half of these schools have written board policy on releasing a teacher from a signed contract. Most of the schools with written policy require board approval for requests for release. Liquidated damages policy is present in only two interlocals and two colleges. The colleges use a set percentage of the contract, and the two interlocals use a progressive time schedule and a flat dollar amount. All schools without policy tend to handle such requests on an individual basis subject to board approval. One interlocal uses a policy on conflict resolution to solve the problem.

#### A CONCLUDING STATEMENT

The significance of the results of this survey, at least from the school boards' point of view, is that the teacher tenure law is a fairly effective tool for ensuring that those first and second year teachers who should not be in the classroom can be removed. Whether a teacher tenure law is effective in allowing school boards to remove tenured teachers who have proved to be incompetent, ineffective, or of doubtful productivity is yet to be determined. Practice shows it to be a lengthy, expensive, and complicated legal matter.

A section of the survey dealt with the names and occupations of hearing committee members appointed by the boards and by the teachers and the third committee member selected by the board and teacher representatives or by the district court. This information does not readily lend itself to statistical analysis but was requested in order to have it on file and available from the KASB Research Department on request by any local school district.

One final word of caution should be made for those schools with patterns of liquidated damages progressing from a small amount in late May to a large amount in late August. The wording of such policy statements or negotiated agreements may leave isolated days on which no provision applies. For example, the statement may read "\$100.00 before August 1st and \$200.00 after August 1st." August 1st then becomes an open date on which neither provision applies. An examination and redraft of the policy or agreement may prove advantageous to good understanding and employment relations.