BEFORE THE SECRETARY OF LABOR
OF THE STATE OF KANSAS

Ottawa Education Association, Petitioner, v. Unified School District No. 290, Franklin County, Kansas, Respondent.	)	Case No.: 72-CAE-3-2010

INITIAL ORDER OF THE PRESIDING OFFICER
Pursuant to K.S.A. 72-5430a

NOW on this 10th day of April, 2012, the above-captioned prohibited practice charge comes on for decision pursuant to K.S.A. 72-5420 and K.S.A. 77-514(a) before presiding officer Douglas A. Hager.

APPEARANCES

Petitioner, Ottawa Education Association (hereinafter "Petitioner" or the "Association"), appears by and through counsel, David M. Schauner, Chief Legal Counsel, KANSAS NATIONAL EDUCATION ASSOCIATION. Respondent, Unified School District 290, Franklin County, Kansas (hereinafter "Respondent", "Board" or "District"), appears by and through counsel, Michael G. Norris, Attorney at Law and Brian D. Jenkins, Attorney at Law, NORRIS & KEPLINGER, L.L.C.

BACKGROUND

This matter comes before the presiding officer as designee of the Secretary of Labor pursuant to a Prohibited Practice complaint filed by Petitioner. *See* Complaint Against Employer, 72-CAE-3-

2010. In its complaint, Petitioner alleges that Respondent engaged in prohibited practices within the meaning of K.S.A. 72-5430(b)(1) and (b)(5). *Id.*, p. 1. Petitioner alleges that Respondent, by unilaterally adopting a policy allowing the school district to charge a bargaining unit member up to $500 to replace a lost or stolen building key, has violated its statutory duty to negotiate in good faith. Complaint Against Employer, 72-CAE-3-2010, pp. 2-3. Petitioner requests that the Secretary find that the Board's actions constitute a prohibited practice and order that the Board cease enforcing its key policy until negotiating the issue with Petitioner, that the Board make any unit member whole for any replacement costs paid under the key policy, order that the Board post a copy of the Secretary's Order for 30 days at all locations where unit members are employed and for any other relief deemed equitable by the Secretary. *Id.*

ISSUES OF LAW

Having reviewed and studied the parties' pleadings and responses, their stipulations and written legal arguments, as well as the thoughtful written legal arguments submitted by *amicus curiae* Kansas Association of School Boards, the presiding officer determines that the issues of law to be decided herein are as follows:

1. Whether the complained-of actions of Employer, Unified School District 290 Board of Education, constituted a violation of K.S.A. 72-5430(b)(5)?

2. Whether said actions constituted a violation of K.S.A. 72-5430(b)(1)?

3. And if so, what is an appropriate exercise of the Secretary's statutory discretion to remedy said violations?

STIPULATIONS OF FACT

1. The Ottawa Unified School District No. 290, Franklin County, Kansas (Board or District) is a school district duly organized pursuant to Article 6, Section 5 of the Kansas Constitution and Chapter 72 of the Kansas Statutes Annotated.

2. The Ottawa Education Association (Association) has been duly recognized as the exclusive bargaining representative of the professional employees of the Board under the Professional Negotiations Act, K.S.A. 72-5413 *et seq.*

3. The Board and the Association have entered into a Negotiated Agreement that contains the parties' agreement with regard to "terms and conditions of professional service" for the Board's professional employees for the 2009-2010 school year.

4. A true and accurate copy of the Negotiated Agreement for the 2009-2010 school year is attached to the parties' Stipulations of Fact as Exhibit A.

5. During negotiations for the 2009-2010 Negotiated Agreement, the Board and the Association neither noticed for negotiation nor negotiated any provision concerning keys to school district buildings or the costs of replacing lost or stolen keys.

6. The parties' 2009-2010 Negotiated Agreement does not contain a provision that addresses the issuance of keys to school buildings or the costs of replacing lost or stolen keys.

7. At its regular meeting on Monday, December 14, 2009, the Board adopted a policy regarding Key Request Procedures.

8. As initially drafted, the policy stated, "The employee will be charged $350.00 - $500.00 per key to allow district to re-key facility and reissue staff keys."

9. On December 22, 2009, Chuck Tilman filed a level 3 grievance on behalf of the Ottawa Education Association with Superintendent Dean Katt pursuant to the parties' negotiated grievance procedure.

10. The Association's level 3 grievance alleged that the Board's key request policy was a violation of the parties' 2009-2010 Negotiated Agreement, specifically, ARTICLE TWO – GENERAL PROVISIONS; Section A: Maintenance of Standards.

11. ARTICLE TWO – GENERAL PROVISIONS, Section A: Maintenance of Standards, of the parties' 2009-2010 Negotiated Agreement provides as follows:

> "Except as the Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement of employees covered by this agreement, as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement, nothing contained herein shall be interpreted and/or applied to deprive teachers of professional advantages enjoyed prior to the effective date of this Agreement."

12. The phrase "professional advantages" is not defined in the Negotiated Agreement to include the possession of keys or particular access to District buildings.

13. In a decision dated January 26, 2010, Superintendent Katt denied the Association grievance and the relief sought therein, finding that the 2009-2010 Negotiated Agreement had not been violated when the Board adopted its Key Policy.

14. In his grievance decision, Superintendent Katt stated that the Board agreed to modify the language of the policy as follows:

> Each employee with possession of USD 290 keys is responsible for their keys and must report lost or stolen keys immediately. ~~The employee will be charged $350.00 - $500.00 per key to allow district to re-key facility and reissue staff keys.~~ *The*

employee will be charged the cost of replacing applicable locks and keys up to $500 per key.

15. In his grievance decision, Superintendent Katt stated that the Board further agreed to "install a keyless entry system at one location in the high school and middle school."

16. In his grievance decision, Superintendent Katt further stated that the keyless entry system would allow teachers to swipe a card to enter the building instead of using a key, and that if a swipe card were lost, the replacement cost for the card would be minimal and the entry code could be programmed at no cost.

17. In his grievance decision, Superintendent Katt further stated that "the Board felt legitimate safety reasons existed for re-keying the facilities and putting a policy in place that would require more conscientious use of district keys by its employees."

18. The Association appealed Superintendent Katt's decision denying their grievance to the Board at level 4 of the grievance procedure.

19. In a decision dated February 10, 2010, Board president Brian Kane, on behalf of the Board, denied the Association's grievance and the relief sought.

20. In the Board's grievance decision, Brian Kane, on behalf of the Board, stated "[w]e believe that the board acted within rights granted to it in K.S.A. 72-8205(c) to adopt rules and regulations for teaching in the school district and subsection (e) of the same statute which provides, '[t]he board may transact all school district business and adopt policies that the board deems appropriate to perform its constitutional duty to maintain, develop, and operate local public schools.' "

21. In the Board's grievance decision, the Board found that:

- The Board acted within its rights in making its key policy;

- The 2009-2010 USD 290 Negotiated Agreement had not been violated;
- The Board's Key Policy did not create a change in the terms or conditions of employment of the teachers in the District;
- The Key Policy was not a mandatorily negotiable item.

22. Under the Board's Key Policy, no employee will be given building keys unless that employee fills out and signs a Key Request Form.

23. By signing the Key Request Form, bargaining unit members must assert that "I have received the key(s) listed above and I agree that if I lose the key(s) I must pay the cost of replacing applicable locks and keys up to $500.00 for each key for the district to re-key the facility."

24. Employees who want keys must agree to pay up to $500 for lost or stolen keys before receiving any key(s).

25. A true and accurate copy of the Key Policy is attached to the parties' Stipulations of Fact as Exhibit B.

26. ARTICLE TWO – GENERAL PROVISIONS, Section B: Management Rights, of the parties' 2009-2010 Negotiated Agreement provides as follows:

> "It is understood and agreed that the Board retains those powers expressly granted to it by statute, including those necessarily implied, and that the statutes are to be strictly construed, including the right to make unilateral changes except as specifically limited by the provisions contained within this agreement. It is agreed that these provisions do not supersede the provisions of the agreement and are specifically limited by such agreement. The only limitation on any right of the board shall be by law or by the express limitation by specified provisions contained within this agreement."

27. ARTICLE TWO – GENERAL PROVISIONS, Section E: Re-Opening Clause, of the parties' 2009-2010 Negotiated Agreement provides as follows:

> "The Board and the Association agree to reopen negotiations over any mandatory negotiable topic upon the request of either the Board or the Association."

28. The Association noticed the Board's Key Policy for negotiation for the 2010-2011 school year.

29. During 2010-2011 negotiations, the Board advised the Association that it did not want to discuss the Key Policy until the Complaint the Association filed with the Kansas Department of Labor was resolved.

30. The Board and the Association continue to discuss the Key Policy during their interest based bargaining sessions.

31. For the 2009-10 school year, the District spent $734,215.80 on office supplies, furnishings, equipment, library supplies, and textbooks.

32. As of the 2009-10 school year, the total replacement cost of the District's fixed assets in technology is $1,407,109.

CONCLUSIONS OF LAW/DISCUSSION

Kansas' Professional Negotiations Act, K.S.A. 72-5413 *et seq.*, was enacted by the Kansas Legislature in 1970. Kansas Session Laws, 1970, Ch. 284, § 1. The underlying purpose of the Act is "to encourage good relationships between a board of education and its professional employees." *Liberal-NEA v. Board of Education*, 211 Kan. 219, 232 (1973). Designed to accomplish its "obvious purpose", *id.*, p. 225, the statute authorizes that a school district's professional employees may form and join professional employee organizations in order to conduct "professional negotiation" with their employer school boards. "Professional negotiation means meeting, conferring, consulting and discussing in a good faith effort by both parties to reach agreement with respect to terms and

conditions of professional service." K.S.A. 72-5413(g). "Terms and conditions of professional service" is statutorily defined to include certain topics, among which are "salaries and wages", "hours and amounts of work", "disciplinary procedure" and "termination and nonrenewal of contracts". K.S.A. 72-5413(l)(1). Labor relations acts are remedial enactments and as such should be liberally construed in order to accomplish their objectives. *Oakley Ed. Ass'n v. U.S.D. 274*, Case No. 72-CAE-6-1992 (December 11, 1992). See also *Connecticut State Board of Labor Relations v. Board of Education of the Town of West Hartford*, 411 A.2d 28, 31 (Conn. 1979). As a means of enforcing its mandate, the PNA provides that so-called "prohibited practice" charges may be filed with, and heard by, the Secretary of Labor. Known as "unfair labor practices" under the National Labor Relations Act, prohibited practices under the PNA include actions constituting a "refus[al] to negotiate in good faith with representatives of recognized professional employees' organizations". K.S.A. 72-5430(b)(5).

This complaint centers around just such a charge, that of failure to negotiate in good faith, through a unilateral change to terms and conditions of professional service. The other prohibited practice alleged in this matter flows from that charge and it appears advisable at the outset to summarize the basic principles that govern in reviewing a charge of refusal to negotiate in good faith. The duty to negotiate in good faith generally has been defined as an obligation to participate actively in deliberations so as to indicate a present intention to find a basis for agreement. *N.L.R.B. v. Montgomery Ward & Co.*, 133 F.2d 676, 686 (9th Cir. 1943). Not only must each party have an open mind and a sincere desire to reach agreement but a sincere effort must be made to reach common ground. *Id.* If, after meeting and negotiating in good faith at the bargaining table, the parties are unable to reach agreement with regard to a mandatory subject of bargaining they are said to have reached "*impasse.*"

West Hartford Education Ass'n v. DeCourcy, 295 A.2d 526, 541-423 (Conn. 1972). Under the PNA, when good faith negotiating has reached impasse and the impasse procedures set forth in K.S.A. 72-5427 have been completed in good faith, the employer may take unilateral action on the subjects upon which agreement could not be reached. *Kansas Association of Public Employees v. State of Kansas, Department of Administration*, Case No. 75-CAE-12/13-1991, p. 29 (Feb. 10, 1992).

A well-established labor law principle is that unilateral changes by an employer in terms and conditions of employment are prima facie violations of its professional employees' collective bargaining rights. *NLRB v. Katz, 369 U.S.*, 736 (1962), ("Katz"). It is also well settled, however, that a unilateral change is not *per se* a prohibited practice. As the court concluded in *NLRB v. Cone Mills Corp.*, 373 F.2d 595 (4th Cir. 1967):

> "Thus, we think it is incorrect to say that unilateral action is an unfair labor practice *per se*. *See* Cox, *The Duty to Bargain in Good Faith*, 71 HARV. L. REV. 1401, 1423 (1958). We think it more accurate to say that unilateral action may be sufficient, standing alone, to support a finding of refusal to bargain, but that it does not compel such a finding in disregard of the record as a whole. Usually, unilateral action is an unfair labor practice -- but not always."

There are two underlying reasons for this position. First, because the duty to bargain exists only when the matter concerns a term and condition of employment, it is not unlawful for an employer to make unilateral changes when the subject is not a "mandatory" bargaining item. *Allied Chem. & Alkali Workers v. Pittsburg Plate Glass Co.*, 404 U.S. 159 (1971). See also, *Board of Education, U.S.D. No. 352, Goodland v. NEA-Goodland*, 246 Kan. 968, 998, 785 P.2d 993 (1990)(ruling that where a proposal is not mandatorily negotiable, the board's unilateral implementation of the proposal does not constitute a prohibited practice). Stated another way, failure to negotiate an item that by its nature is mandatorily negotiable amounts to a prohibited practice under K.S.A. 72-5430. *Board of*

Education, Unified School District No. 314 v. Kansas Department of Human Resources, 18 Kan.App.2d 596, 599, 856 P.2d 1343 (1993). Second, since only unilateral changes are prohibited, an unfair labor practice will not lie if the "change" is consistent with the past practices of the parties, R. Gorman, *Basic Text on Labor Law*, 450-54 (1976), a contention not advanced in the instant matter.

After a negotiated agreement has been reached between a Board of Education and the exclusive representative of professional employees pursuant to K.S.A. 72-5413 *et seq.*, then during the time that agreement is in force, the Board of Education, acting unilaterally, may not make changes in items included in that agreement, Initial Order, *Kinsley-Offerle NEA v. Unified School District No. 347*, Kinsley, KS, 72-CAE-5-1990, or changes in items which are mandatorily negotiable, but which were not noticed for negotiation by either party and which were neither discussed during negotiations nor included in the resulting agreement. *NEA-Wichita v. U.S.D. 259*, 234 Kan. 512 (1983). Thus, the resolution of the disputes presented in this matter are dependent on a determination whether the Key Policy unilaterally implemented by Respondent was by its nature a mandatorily negotiable term or condition of professional service. See *Board of Education, Unified School District No. 314 v. Kansas Department of Human Resources*, 18 Kan.App.2d 596, 599, 856 P.2d 1343 (1993); *U.S.D. No. 501 v. Secretary of Kansas Dept. of Human Resources*, 235 Kan. 968, 969 (1984).

The Professional Negotiations Act also provides that it shall be a prohibited practice for a school board or its designated representative willfully to interfere with, restrain or coerce professional employees in the exercise of rights granted in K.S.A. 72-5414. K.S.A. 72-5430(b)(1). K.S.A. 72-5414

provides that "professional employees shall have the right to form, join or assist professional employees' organizations, to participate in professional negotiation with boards of education . . . for the purposes of establishing, maintaining, protecting or improving terms and conditions of professional service". For a comprehensive analysis why violations of any of the other listed prohibited practice charges also constitutes a violation as a "(b)(1)" charge, *see* Raymond Goetz, *The Kansas Public Employer-Employee Relations Law*, 28 KAN. L. REV. 243, 264 (1980). The reasoning Goetz sets forth in his seminal article about the Kansas Public Employer-Employee Relations Act is equally applicable under the Kansas Professional Negotiations Act.

Relief from the commission of a prohibited practice can be granted in whole or in part by order of the Secretary of Labor. K.S.A. 72-5430a(b). In this case, the Petitioner requests that the Secretary find that the Board's actions constitute a prohibited practice and order that the Board cease enforcing its key policy until negotiating the issue with Petitioner, that the Board make any unit member whole for any replacement costs paid under the key policy, order that the Board post a copy of the Secretary's Order for 30 days at all locations where unit members are employed and for any other relief deemed equitable by the Secretary. We will turn our attention to the question whether implementation of the Board's Key Policy constituted a unilateral change to a mandatorily negotiable topic momentarily.

Petitioner asserts that the Board committed violations of K.S.A. 72-5430(b)(5) and (b)(1) when it unilaterally implemented its Key Policy and Procedures for issuance of building and room keys containing a penalty of up to $500 for bargaining unit members whose keys become lost or stolen. Brief of the Petitioner Ottawa Education Association, (hereinafter "Petitioner's Brief"), Case

No. 72-CAE-3-2010, p. 6. This is so, Petitioner urges, because the Key Policy penalty provision is within the purview of a mandatorily negotiable topic, that of salaries and wages. Petitioner's Brief, pp. 6-11. "Under the topic approach, '[a]ll that is required is that the subject matter of the specific proposal be within the purview of one of the categories listed under "terms and conditions of professional service" in K.S.A. 72-5413(l)' ". *Id.*, p. 7 (citing to *U.S.D. 501 v. Secretary of Kansas Dept. of Human Resources*, 235 Kan. 968, 969 (1984)). The remainder of Petitioner's argument, highly summarized, is that because a bargaining unit member's wages, up to $500, can be diverted from the member to the School District for replacement and re-keying costs incurred for a lost or stolen key, the Board's policy, specifically its penalty provision, is within the purview of the mandatorily negotiable "salaries and wages" topic and the policy's penalty provision must be negotiated in good faith prior to its implementation. *Id. See also*, Response of the Petitioner Ottawa Education Association, (hereinafter "Petitioner's Response"), Case No. 72-CAE-3-2010, p. 4 (noting that "the Board indeed has the managerial prerogative to make decisions for the governance of the District, but the Board must negotiate the effects that those decisions have on mandatorily negotiable topics"). Petitioner notes provisions of the Kansas Wage Payment Act, K.S.A. 44-313 *et seq.*, as support for its position that a school district policy mandating the potential diversion of up to $500 of a bargaining unit member's wages is within the purview of the mandatorily negotiable statutory "terms and conditions of professional service" topic of "salaries and wages". Petitioner's Brief, pp. 9-11.

The parties, including *amicus curiae* Kansas Association of School Boards, agree that the "topic" approach is the appropriate test for determining whether a proposal constitutes a mandatorily

negotiable term and condition of professional service. *See* Petitioner's Brief, p. 7; Respondent Unified School District No. 290, Franklin County, Kansas' Brief in Support of its Defenses to the Complaint Filed by the Ottawa Education Association, (hereinafter "Respondent's Brief"), Case No. 72-CAE-3-2010, p. 9; *Amicus Curiae* Brief in Support of Ottawa Unified School District No. 290, Franklin County, Kansas, (hereinafter "*Amicus* Brief"), Case No. 72-CAE-3-2010, p. 2. Where the parties disagree, not surprisingly, is in how the topic approach applies to the given facts.

Respondent urges that " 'access to District facilities' and/or 'access to keys to District facilities' are the 'topics' or subject matter addressed by the District's Key Policy . . . . [but the statutory] definition of 'terms and conditions of professional service' does not include any reference to 'access to District facilities' or 'access to keys to District facilities' ". Respondent's Brief, pp. 9-10. In addition, Respondent urges that because no Kansas court "has stretched" the topic of salaries and wages to include anything akin to its Key Policy, nor held that some action or proposal is mandatorily negotiable simply because the proposed action imposed a replacement fee, construing the Key Policy to fall within the purview of salaries and wages would constitute "improper legislating". Respondent's Brief, p. 10. Argument by *amicus curiae* Kansas Association of School Boards concurs: "[the] broad interpretation of 'within the purview' [urged by Petitioner] goes way beyond what the legislature intended when it identified 'salary and wages' as a mandatory topic of negotiations and is unreasonable." *Amicus* Brief, p. 2.

> "The purpose of including 'salaries and wages, including pay for duties under supplemental contracts' is to require boards to negotiate the amount of compensation paid for work performed. The Board understands its obligation to do this and has consistently negotiated salary with the teachers. However, to suggest this topic includes payment of a replacement fee as part of a policy designed to ensure the safety and security of students and staff is an unreasonable expansion of the topic

approach."

Amicus Brief, pp. 3-4.

In short, both Respondent and the Kansas Association of School Boards argue that there are limits to the applicability of the topic approach and that Respondent did not commit a prohibited practice by unilateral implementation of its Key Policy because while application of the penalty provision would reduce a unit member's pay by up to $500, it is nonetheless appropriate to conclude that this action does not comes within the purview of "salary and wages" because to do so goes beyond what was intended by the legislature to be included within this topic. *See Amicus* Brief, p. 3. "Salary and wages, under the PNA, 'in its commonly understood meaning' would not include a replacement fee for lost keys as such a fee does not involve payment for services rendered or labor performed." *Id.*, p. 6.

The responding parties make additional arguments in opposition to Petitioner's request. It is unnecessary to reach these arguments, however, as the presiding officer concurs with Respondent and *amicus* that under the specific facts of this matter Respondent's unilateral implementation of the Key Policy and its penalty provision did not constitute a prohibited practice. As suggested and acknowledged, there are limits to the topic approach. This instance represents such limits. Kansas' Court of Appeals has stated that the courts "cannot . . . . lay down any bright line rule of easy application as to when a prohibited practice occurs", and that "[w]hether an act or action constitutes a prohibited practice must be determined in each case based upon the facts and their effect on the negotiation process." *Garden City Educators v. U.S.D. No. 457*, 15 Kan.App.2d 187, 196 (1991). With regard to the effect of Respondent's challenged actions on the negotiation process regarding

unit member salary and wages, the record does not reflect any. There is no indication in the record to contradict Respondent's suggestion that, in fact, the parties' contract talks were effectuated in good faith, resulting in agreement over salaries. There is no suggestion that Respondent adopted its Key Policy, with its penalty provision, in an effort to avoid its statutory duty to negotiate salary and wages, nor as an artifice or scheme somehow to recoup wage or salary payments by imposition of a penalty.

To the contrary, from all indications Respondent adopted the Key Policy/penalty provision out of legitimate safety concerns and to incentivize accountability from those unit members who voluntarily determine that the utility of facility key possession outweighs the risk of key loss and fee payment. Further, any suggestion that negotiation over the penalty provision's effect on unit member wages is statutorily mandatory because failure to so hold would reduce wages diverted by the penalty provision is an inadequate basis for expanding the salary/wage topic to include said penalty provision. It is the finding and conclusion of the presiding officer that Respondent's unilateral implementation of the Key Policy in question did not constitute a prohibited practice under the Kansas Professional Negotiations Act. To conclude that Respondent's Key Policy is within the purview of "salaries and wages", one of "the legislature's detailed specific designation of matters subject to negotiation" under the PNA, would "by construction engraft [another] not enumerated by the legislature", an unreasonable reading of the statute. *See Unified School District No. 501 v. Secretary of Kansas Department of Human Resources*, 235 Kan. 968, 976, 685 P.2d 874 (1984)(Schroeder, Chief Justice, dissenting).

ORDER

IT IS THEREFORE DETERMINED that the actions of Respondent, Unified School District 290, Ottawa, Kansas, did not constitute a prohibited practice.

IT IS THEREFORE ORDERED that the prohibited practice complaint against the Respondent be dismissed, with each side bearing its own costs in this matter.

IT IS SO ORDERED.

DATED, this 10th day of April, 2012.

Douglas A. Hager, Designee of the Secretary
Office of Labor Relations
Kansas Department of Labor
401 SW Topeka Blvd.
Topeka, KS 66603

NOTICE OF RIGHT TO REVIEW

This Initial Order of the Presiding Officer is your official notice of the presiding officer's decision in this case. The order may be reviewed by the Secretary of Labor, either on the Secretary's own motion, or at the request of a party, pursuant to K.S.A. 77-527. Your right to petition for a review of this order will expire eighteen days after the order is mailed to you. See K.S.A. 77-527(b), K.S.A. 77-531 and K.S.A. 77-612. To be considered timely, an original petition for review must be received no later than 5:00 p.m. on April 30, 2012, addressed to: Chief Counsel Glenn H. Griffeth, Office of Legal Services, Kansas Department of Labor, 401 SW Topeka Boulevard, Topeka, Kansas 66603-3182.

CERTIFICATE OF MAILING

I, Loyce McKnight, Office of Legal Services, Kansas Department of Labor, hereby certify that on the 10th day of April, 2012, a true and correct copy of the above and foregoing Initial Order of the Presiding Officer was served upon each of the parties to this action and upon their attorneys of record, if any, in accordance with K.S.A. 77-531 by depositing a copy in the U.S. Mail, first class, postage prepaid, addressed to:

David M. Schauner, Chief Legal Counsel
KANSAS NATIONAL EDUCATION ASSOCIATION
715 SW 10 th Street
Topeka, KS 66612
david.schauner@knea.org
Attorney for the Petitioner

Michael G. Norris, Attorney at Law
Brian D. Jenkins, Attorney at Law
NORRIS & KEPLINGER, L.L.C.
6800 College Blvd., Suite 630
Overland Park, KS 66211
mnorris@nkfirm.com
bjenkins@nkfirm.com
Attorneys for the Respondent

John M. Rasmussen, Attorney at Law
Sean K. Scally, Attorney at Law
Kansas Association of School Boards
1420 SW Arrowhead Road
Topeka, KS 66604-4024
jrasmussen@kasb.org
Attorneys for Amicus Curiae Kansas Association of School Boards

Loyce McKnight

Loyce McKnight