To: Board of Education

From: Administration

Re: Negotiated Agreement Ratification

July 2, 2026

Annually the Board representatives and the teacher's union collectively bargain, according to statute, to agree upon a Negotiated Agreement covering the employment of the district's teachers. This process has occurred since the early 1970s.

This year the teachers and the Board agreed to use the Interest Based Bargaining (IBB) process to reach agreement. The parties agreed upon a Joint Opening Statement that was forwarded to all district staff on March 11, 2026.

Bargaining sessions were held on the following dates:

- March 11, 2026
- April 1, 2026
- April 8, 2026
- April 15, 2026
- April 22, 2026
- April 29, 2026
- May 13, 2026

At the May 13, 2026 session, a Tentative Agreement (TA) was reached on the entire contract, subject to ratification by both the teachers and the Board of Education. **The package total cost was $906,484, which is a 3.44% increase in costs package.**

On May 15, 2026 Dennis Munk discovered "*a problem we overlooked*." It dealt with allowing new hires to gain movement when existing teachers did not move. Representatives of the IBB team visited via email, and came up with a solution and a new TA. The solution was to renumber the rows on the placement schedule, so new hires would not advance past current district teachers. Although not known at the time, this had the unknown effect of compounding the next problems.

After the change proposed by Dennis Munk was made to the original TA, the agreement was sent out by the teachers for ratification, and the teachers ratified the adjusted agreement on May 26, 2026. The administration had planned on taking the matter to the Board of Education for ratification at their June 15, 2026 meeting.

As the administration was preparing to submit the adjusted TA to the Board of Education for ratification, two new problems surfaced. They created unintended consequences.

Problem 1:
Problem one deals with new teachers that are in the process of being hired for the 2026- 2027 school year.

It has been the practice of almost all school districts in Kansas to begin offering new jobs to the best candidates in the January through May timeframe. Because negotiations are never complete for the following year at this time, the new hires are made job offers on the then current (old) salary schedule. Once bargaining concludes, their actual contracts then come in normally with a somewhat higher salary due to increases that the bargaining process negotiates into the salary schedule. In other words, offers are made and teachers are hired before the negotiations are completed. Their contracts are nevertheless then subject to whatever finally gets negotiated at the bargaining table.

Problem one involves the new hire "placement schedule" in the new TA. This was added this year in the proposed TA. This new placement schedule limits or reduces compensation to new hires. It was not until the matter was being prepared to go to the Board of Education that it was discovered that, according to past practice, there were 14 new teacher offers that had already been either (1) verbally made or (2) provided in writing that were outstanding. These teachers would lose money from their job offer on the new proposed placement schedule. The losses per teacher ranged from a nominal loss of $211 to a group of seven teachers that would lose over $2,000 each from their job offer, and one that would lose $8,267 from her job offer.

Following past practice, the district has made good faith offers, either orally or in writing, that the proposed TA would not allow. This could force the district to renege on their offers to these new teachers after these new teachers have committed to come to our district, and these new teachers have made life decisions, like purchasing a home, based upon the job offers made by the district.

A word on the job offer process: Most offers are originally made orally to the new hires. If the new hire then later needs a written letter to verify income for purchasing a home or for some other reason, the district then follows through with a written offer letter. Normally written formal offers are only provided to those that ask for them. In our current situation, most of the job offers were only made orally before the new placement schedule was negotiated into the TA agreement. Some of these teachers then asked for written letters that appear to be dated after the administration knew of the problem. The oral offers were made before the placement schedule was negotiated and several of the written offers appear to be dated after. The written offers were simply confirming earlier oral offers per past practice.

Problem one can be summed up as: ***"How can the district honor its job offers that were made in good faith to new teachers in the spring? It does not seem to be in the teachers' or the district's best interest to renege on the outstanding offers."***

Problem 2:
The current Negotiated Agreement, as well as the new proposed TA agreement ***both*** contain language that says:

Article V, Section A, Paragraph 2 of both the current agreement AND the new TA'd agreement say **"educators new to the district will be placed on the salary schedule *according to comparable current certified staff based upon experience and education level*."**

The proposed New Hire Placement Schedule in the TA does not do this. It does not place new educators according to comparable current staff based upon experience and education level.

This language in the proposed TA conflicts with the New Hire Placement schedule in the proposed TA.

The problem is that the TA does not provide guidance on which provision in the TA shall be followed: (1) New educators can either be placed on the New Hire Placement schedule, which in multiple cases does NOT place them according to comparable current staff based upon experience and education level, or (2) they can be placed according to comparable current staff based upon experience and education level which does not match the Placement Salary Schedule.

Summary of Problems:
The current TA of a proposed agreement does not allow pre-existing employment offers for new teachers to be honored by the district, and the current TA of a proposed agreement contains a conflicting provision on where new hires are to be placed on the salary schedule.

As the district was preparing contracts for next year, these unintended consequences were discovered prior to taking the TA to the BOE for ratification. These issues were not recognized or known at the time that the New Hire Placement schedule was inserted into the TA.

The BOE team notified the IBB team of the issue and it was discussed on two occasions by representatives of the IBB team (in Zoom calls), and a session to address the issue was scheduled for July 7, 2026.

According to the IBB bargaining rules adopted by the parties, **"TA is tentative until the entire package is finished in the bargaining process."**

The entire package is not finished in the bargaining process until both the teachers and the Board of Education have ratified the agreement. That has not occurred.

The normal IBB process typically provides that all agreements are TAs until the entire agreement is ratified by both parties. The rules set out and adopted by the parties contemplate this. When issues are discovered, the IBB process simply goes back into problem solving mode and seeks a mutually acceptable resolution through its collaborative process.

At this point, the teachers have ratified the agreement, but the BOE has not, due to the late discovered unintended consequences. The normal IBB process would have the parties return to the table to attempt resolution of the issue using the IBB process.

The Board has offered (even urged) for the negotiations team to return to the bargaining table to attempt to find a collaborative solution to the problems.

The HEA union has objected to returning to the bargaining table and refused to meet July 7, 2026 or any other time. It insists that the Board of Education must first vote not to ratify the proposed TA.

While the Board of Education would rather collaboratively problem solve with the teacher's union, the union leaves the administration no choice but to recommend that the Board of Education vote NOT to ratify the faulty agreement. It would be foolish to ratify the TA in its current known defective form, with its problems.

Should the Board of Education NOT ratify the TA, the parties' adopted rules would then send the un-ratified agreement back to the IBB team per their rules. Should the IBB team then choose to try to solve the issue, they would be at the table and could attempt solutions.

All other portions of the TA agreement are acceptable and recommended for ratification. This includes everything in the TA and the raises in the TA, with a package total cost was $906,484, which is a 3.44% increase in costs package.

The only objectionable parts of the TA are as outlined above. Once these two problems are solved, the remaining parts of the package can move to ratification.

Regretfully, the administration must recommend that the proposed TA NOT be ratified until the faulty issues are resolved.