



STATE OF KANSAS

Office of the Attorney General

1st Floor, State Capitol Bldg. (913) 296-2215 Topeka, Kansas 66612

March 31, 1975

Opinion No. 75-146

The Honorable Irving R. Niles
State Representative
3rd Floor - State Capitol Building
Topeka, Kansas 66612

Dear Representative Niles:

We have your inquiry concerning the effect of the due process procedure on teacher contracts. The due process procedure is designed to afford a teacher the opportunity to have an impartial hearing when he has been informed that his contract to teach has not been renewed.

Kansas operates under the 'continuing contract law' found at K.S.A. 72-5410 et seq. The heart of this law is found in K.S.A. 72-5411 which states:

"All contracts of employment of teachers in the public schools in the state, shall continue in full force and effect during good behavior and efficient and competent service rendered by the teacher, and all such contracts of employment shall be deemed to continue for the next succeeding school year unless written notice of intention to terminate the contract be served by the governing body upon any such teacher on or before the fifteenth day of March"
[Emphasis supplied.]

The Kansas Supreme Court in construing this statute stated in Krahl v. USD 497, 212 Kan. 146 at p. 151:

"Absent notice to the contrary, extension of a contract of employment is automatic and no letter or notice is necessary."

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However, such employment is not tenured since the board has the obligation to decide on contracts for the succeeding year on or before March 15 of any given year. The Court in Krahl stated:

"The only reason for written notice advising of board action shortly prior to March 15th would be to make known the board's position on a teacher's status for the next year under the continuing contract law."

Turning to the new 'due process' provisions we find virtually identical language in K.S.A. 1974 Supp. 72-5437 as in K.S.A. 72-5411. That is:

"All contracts . . . shall be deemed to continue for the next succeeding school year unless written notice of intention to terminate or not renew the contract is served on any such teacher on or before the fifteenth day of March"

Other than the hearing provisions, of course, the major difference in the two Acts is the 'due process' law's definition of 'teacher' which does not include supervisory and administrative personnel, e.g. principals and superintendents.

Considering the similarity of statutory language, we conclude that 72-5437 should be construed in the same manner as 72-5411. That is, employment of teachers continues from year to year unless the board gives notice to terminate or not to renew on or before March 15 of any given year. The due process act has no effect on any existing tenure policy a district may have.

If you have further questions, please contact us.

Yours very truly,

CURT T. SCHNEIDER
Attorney General

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