

MINUTES OF THE SENATE COMMITTEE ON EDUCATION

The meeting was called to order by SENATOR JOSEPH C. HARDER at
Chairperson

1:00 ~~xxx~~/p.m. on WEDNESDAY, FEBRUARY 29, 1984 in room 254-E of the Capitol.

All members were present except:

Senator Rehorn, 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 776 - An act concerning contracts of teachers employed by school districts, area vocational-technical schools and community colleges; applicability of due process rights upon termination or nonrenewal (Committee on Education)

Proponents:

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

Mr. M. D. McKenney, United School Administrators

Opponents:

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

SB 777 - An act concerning professional negotiations between certain employees' organizations and boards of school districts, community colleges and area vocational-technical schools, relating to the definition of terms and conditions of professional service (Education)

Proponents:

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

Dr. Bill Dirks, USD 259, Wichita

Mr. Robert D. Wright, Director of Employment Relations for USD 259, Wichita

Mr. M. D. McKenney, United School Administrators

Opponents:

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

The Chairman called the meeting to order and recognized the first conferee to testify as a proponent for SB 776, Ms. Pat Baker, representing KASB. Ms. Baker's testimony is found in Attachment 1.

When the Chair recognized Mr. M. D. McKenney of U.S.A., Mr. McKenney stated that U.S.A. supports SB 776 for the same reasons as those outlined by Mr. Pat Baker, who represented KASB.

Mr. Craig Grant testified that K-NEA opposes the concepts contained in SB 776, because K-NEA believes there are provisions in the present law which address the issue of reduction in force in Kansas public schools. He said he believed that instead of streamlining the process, SB 776 would be adding a layer to that process. In responding to questions, Mr. Grant replied that usually a reduction in force is attained through attrition.

SB 777 - Ms. Pat Baker testified in support of SB 777 on behalf of Kansas Association of School Boards, and her testimony is found in Attachment 2.

Dr. Bill Dirks affirmed that USD 259, Wichita, supports SB 777 and referred the Committee's attention to Page 8, Proposal No. 4, of the USD 259 Board of Education Legislative Proposals for the 1984 legislative session which, he stated, had been distributed to Committee members earlier in the year. Dr. Dirks then introduced Mr. Robert D. Wright to testify on behalf of USD 259, Wichita.

CONTINUATION SHEET

MINUTES OF THE SENATE COMMITTEE ON EDUCATION,
room 254-E, Statehouse, at 1:00 ~~xpm~~ p.m. on WEDNESDAY, FEBRUARY 29, 1984

Mr. Robert Wright explained to the Committee the difficulty his district has had in implementing recommendations of a community task force committee when the district wished to add a remedial reading class to the curriculum. Mr. Wright cited another example whereby the USD 259 Board would like to implement a Heat Contingency Plan in the fall but is no longer able to do this because of a court decision (Attachment 3) which makes it a negotiable item.

Mr. M. D. McKenney of United School Administrators testified as a proponent for SB 777 and cited a Dodge City situation to enforce his testimony.

Mr. Craig Grant testified on behalf of K-NEA as an opponent of SB 777 and said that whenever a decision by the USD board affects a teacher, it is a negotiable item; and he urged the Committee not to recommend SB 777 favorably for passage.

Following Mr. Grant's testimony, the Chairman announced that the hearing on SB 777 was concluded.

When the Chairman asked for Committee discussion or action on SB 740, Senator Parrish offered a conceptual amendment which would clarify that a supplemental contract does not extend beyond the regular school calendar year. This motion was seconded by Senator Kerr, and the amendment was adopted.

Senator Winter then moved to amend SB 740 on line 0033 by striking the language "terminated, or". Senator Winter explained that his motion was intended to clarify that a contract could not be terminated in mid-year but that it could be nonrenewed at the end of a school year. The motion was seconded by Senator McCray.

Due to lack of time, the Chairman announced that further action on SB 740 would be conducted at the next Committee meeting.

The Chairman adjourned the meeting.

SENATE EDUCATION COMMITTEE

TIME: 1:00 p.m. PLACE: 254-E DATE: Wednesday, Feb. 29, 1984

GUEST LIST

NAME	ADDRESS	ORGANIZATION
Emerj Bond	Topeka	KACS
Ellen Cambrano	Topeka	Action for Children
Merle Hree	Topeka	KACC
Pat Baker	"	KASB
Jerry Howell	"	D.H.R.
Bob White	Hays	K-NEA
Joline Binard	Shawnee, Ks.	Y.F.U.
Phyllis Thompson	Stilwell, Ks.	Youth For Understanding
Helen Krudwig	Overland Pk, Ks.	Youth For Understanding
M. D. McKeeney	Topeka	USA
Craig Grant	Lawrence	K-NEA

SENATE EDUCATION COMMITTEE

TIME: 1:00 p.m. PLACE: 254-E DATE: Wednesday, Feb. 29, 1984

GUEST LIST

NAME	ADDRESS	ORGANIZATION
Bill Doherty	Topeka	AG
Bill Shirts	Wichita	U.S.P. 259
Harold Pitts	Topeka	SC
Ken Ragg	Paola	S.R.E.
Robert D. Wright	Wichita	USD # 259
M. Hawran	Topeka	cap. Journal
Eel Wallkoun	Topeka	Washburn
Minna Kereyaakko	FINLAND	YFU
Lili Pinaton	Switzerland	YFU
Jon Anitua	Basque Country	YFU
Glaakon Gellein	Norway	YFU
Pauline Ongenae	The Netherlands	YFU
Toshiyuki Okada	JAPAN	YFU.
Hastoren Hertz	West - Germany	YFU
Iris Borger	West - Germany	YFU
Ella Moret	The Netherlands	Y.F.U.
Mary Ella Simon	Topeka	HG. of Women Voters

KANSAS
ASSOCIATION



OF
SCHOOL
BOARDS



5401 S. W. 7th Avenue Topeka, Kansas 66606
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TESTIMONY ON S.B. 776
before the
Senate Education Committee
by
Patricia Baker, Senior Legal Counsel
Kansas Association of School Boards

February 29, 1984

Mr. Chairman, members of the Committee, thank you for this opportunity to appear before you in support of Senate Bill 776.

In recent years Kansas public schools have experienced an overall decline in enrollments. In some districts this decline has been substantial and has necessitated staff reductions. School districts have been making a concerted effort to increase teacher salaries from limited funds.

The convergence of the issues of staff reductions, a money crunch and a large number of tenured teachers has resulted in a situation unforeseen until recently.

Although most staff reductions have been accomplished by retirement, resignation or nonrenewal of probationary teachers, it is becoming increasingly necessary to reduce teaching staffs through nonrenewal of tenured teachers.

The Kansas Teacher Due Process Act was initially enacted to prevent tenured teachers from losing their jobs due to arbitrary or capricious or unreasonable actions of their employers. It was not intended to stymie the efforts of boards of education in determining the staffing needs of the district. It is getting

to the point where it is almost as inexpensive to retain unneeded teachers as to go through the extensive nonrenewal process.

Implementation of S.B. 776 would allow boards to reduce staff without going through prolonged, expensive procedures.

The provisions of S.B. 776 do not eliminate all protections for tenured teachers who might be riffed. In situations where a tenured teacher believes that the RIF is a sham or a subterfuge to avoid giving other reasons, the teacher may still request a hearing under the procedures established in K.S.A. 72-5445. This would protect teachers from being terminated or nonrenewed by artifice.

Further protections are afforded teachers under the Professional Negotiations Act. Many school districts and bargaining representatives of teachers already negotiate procedures for staff reduction. Once agreed upon, these provisions are binding on both parties. However, individual teachers who are riffed still have complete due process rights even if all provisions of the negotiated agreement are followed.

We feel that enactment of S.B. 776 would assist boards of education to make the best possible use of the funds available; would allow smoother staff reductions where necessary; and would continue to protect teachers rights.

We hope you will favorable report Senate Bill 776. Thank you.

KANSAS
ASSOCIATION



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

TESTIMONY ON S.B. 777
before the
Senate Education Committee
by
Patricia Baker, Senior Legal Counsel
Kansas Association of School Boards

February 29, 1984

On behalf of the school boards of Kansas, I appear before you to urge passage of Senate Bill 777.

A number of bills have been introduced in this session of the legislature which seek to alter the substance of the school day, the school year, the curriculum, graduation requirements and other facets of our educational programs. Some of those concepts we have endorsed, some we have requested be studied further. However, the bottom line is that boards of education are not now free to make those decisions. Recent decisions of the Kansas Appellate Courts have interpreted the Professional Negotiations Act to limit boards of education in changing school programs, class schedules and curricula unless those changes are first to subject to bilateral negotiations. These negotiations are now required even if the changes do not increase the teachers' workday or the number of class periods offered. We believe that the court erred in its interpretation of the legislature's intent in this area. However, that is the law at this time.

Passage of S.B. 777 would not result in drastic changes in the PN law nor would it subject teachers to a loss of rights under the law. It would

allow boards to adopt and implement many of the recommendations for educational improvement, we strongly urge your support of S.B. 777.

Attorneys at Law

Ratner, Mattox, Ratner, Barnes & Kinch, P. A.

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RICHARD R. BARNES
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ASSOCIATE

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LOUISE MATTOX
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TOM GREEN, OF THE KANSAS BAR
ASSOCIATE

August 26, 1983

Ms. Jo Brown
President, Board of Education
Unified School District No. 259
1550 North Madison
Wichita, KS 67214

Re: U.S.D. 259 Heat Contingency Plan

Dear Ms. Brown:

NEA-Wichita has contacted me concerning the school district's hot weather emergency contingency plan and the legal implications of its implementation. My client has provided me with memos from the Deputy Superintendent directed to the attention of all building administrators which disclose the terms and conditions of the Plan.

Based upon my review of the terms of the Plan in question, relevant portions of the applicable master agreement and the applicable law, I have concluded as follows:

The formulation and implementation of the Plan in question violates the Board's duty to negotiate in good faith based upon the following reasoning and authorities:

- A. The Plan relates to the teachers' work day in terms of its length, arrival and departure times and is accordingly a subject of mandatory negotiations. Chee-Craw Teachers' Ass'n vs. U.S.D. No. 247, 225 Kan. 561, 570 (1979); K.S.A. 72-5413(1).

Attachment 3

(over)

August 26, 1983

- B. The Board may not unilaterally vary or change the terms and conditions of employment without first submitting the proposed change to professional negotiations. Dodge City Nat'l. Education Ass'n vs. U.S.D. No. 443, 6 Kan. App. 2d 810, 811 (1981), review denied 230 Kan. 817 (1981).

NEA-Wichita is sensitive to the need to make the classroom environment as comfortable and conducive to learning as possible. It appreciates the Board's efforts in this regard. However, the Association believes that, as bargaining agent for the faculty in this district, it should have some voice in the formulation and implementation of the heat contingency policy. Devotion to well-established legal principles mandates the recognition of this right.

We trust that this letter will serve to sensitize the Administration of the district to the importance of consulting the bargaining representative of its faculty prior to unilaterally varying the terms and conditions of employment.

Sincerely,

RATNER, MATTOX, RATNER, BARNES & KINCH, P.A.

By



E. L. Lee Kinch

ELK:nw

cc: Mr. Alvin Morris
Mr. William H. Dye, Esq.
Mr. Robert D. Wright
Ms. Donna Yeargan

