

MINUTES OF THE HOUSE COMMITTEE ON EDUCATION

The meeting was called to order by Representative Don Crumbaker at  
Chairperson

3:30 ~~xx~~ p.m. on March 2, 19 83 in room 423-S of the Capitol.

All members were present except: Representative Bussman and Representative Myers who were excused.

Committee staff present:

Avis Swartzman, Revisor of Statutes  
Ben Barrett, Legislative Research  
Dale Dennis, State Department of Education  
JoAnn Mann, Secretary to the Committee

Conferees appearing before the committee:

John Solbach, State Representative  
Elizabeth Taylor, Kansas Association for the Education of Young Children  
Penny Donaldson  
John Koepke, Kansas Association of School Boards  
Jerry Schreiner, United School Administrators  
David Schauner, Kansas-National Education Association  
Jim Edwards, Kansas Association of Commerce & Industry  
John Blythe, Kansas Farm Bureau  
Dr. Jim Yonally, USD 512 Shawnee Mission

HB 2410 - Day care centers, transportation by school bus service.

Representative Solbach told the committee that a constituent had requested the bill which would allow school districts to provide transportation to and from licensed day care centers. Such centers must be located within the boundaries of the district. He said some school districts are providing this service at the present time. Mr. Solbach explained that the bill, as written, would also provide transportation for children living one-half mile outside the boundaries, but he distributed a proposed amendment which would delete that provision and define "residence".  
(Attachment A)

Elizabeth Taylor, Kansas Association for the Education of Young Children, supported the legislation and a copy of her testimony is attached. (Attachment B)

Penny Donaldson, the constituent of Representative Solbach's who had requested the legislation, told the committee she operated a licensed Day Care Home. She related some of the problems she encountered when no bus service was available. A copy of her testimony is attached. (Attachment C)

John Koepke, Kansas Association of School Boards, said the bill has lots of "mays" whereby the amendment has "shalls". He said he was not necessarily opposed to the bill as it could conceivably save money; on the other hand, it could possible increase the cost of transportation.

Jerry Schreiner, United School Adminsitators, said the original bill was permissive and he was concerned with the change of residence. He also expressed concern regarding the computation of state aid and felt there was a need for further study on the issue.

HB 2380 - Contracts of teachers, hearings upon termination or nonrenewal, costs for hearing officers.

John Koepke, speaking for Kansas Association of School Boards, United School Administrators and USD 501, said the issue had been discussed many times in the past and the concept had been rejected by the Legislature. He felt it had merit because it was becoming increasingly difficult to find people to serve on hearing committees because of the length of some hearings.

David Schauner, Kansas-National Education Association, opposed HB 2380 because it would make significant changes in the compensation structure for persons serving on

CONTINUATION SHEET

MINUTES OF THE HOUSE COMMITTEE ON EDUCATION

room 423-S, Statehouse, at 3:30 ~~a.m.~~/p.m. on March 2, 1983.

Due Process panels. A copy of his testimony is attached. (Attachment D)

HB 2241 - Professional negotiations, binding arbitration, training for fact-finders.

Jim Edwards, Kansas Association of Commerce & Industry, appeared in opposition to the legislation as he felt it would bind the hands of every school board unable to reach prompt settlement with the teacher negotiation organization in the district. A copy of his testimony is attached. (Attachment E)

John Koepke, Kansas Association of School Boards, opposed HB 2241. He stated it is an annual topic which raises strong emotions. In each instance, the Legislature has seen fit not to adopt the concept of binding arbitration. A copy of his testimony is attached. (Attachment F)

Jerry Schreiner, United School Administrators, opposed the legislation as they did not believe that the provisions for arbitration would improve relations between teachers and boards of education in Kansas. A copy of his testimony is attached. (Attachment G)

John Blythe, Kansas Farm Bureau, opposed HB 2241 stating his organization is a family organization which has an interest in education in Kansas. Their members are teachers, parents and board members. Farm Bureau opposes legislation which would require boards to lose authority.

Dr. Jim Yonally, USD 512 Shawnee Mission, opposed HB 2241. He told the committee the major portion of a school budget is salary. He said on one hand, you expect boards to be financially responsible and on the other hand, take away their authority. He urged defeat of the bill.

The meeting was adjourned.

## Proposed Amendment to House Bill No. 2410

On page 1, by striking all of lines 24 through 45;

On page 2, by striking all of lines 46 through 82;

On page 3, by striking all of lines 83 through 119;

On page 4, by striking all of lines 120 through 148;

following line 148, by inserting four new sections as follows:

"Section. 1. K.S.A. 72-7039 is hereby amended to read as follows: 72-7039. (a) "Per-pupil cost of transportation" means the per-pupil cost of transportation of the district as such cost is determined and adjusted each school year by the state board as follows: (1) Determine the total expenditures of the district during the preceding school year from all funds for transporting pupils of public and nonpublic schools on regular school routes. (2) Divide the amount determined in (1) by the total number of pupils for whom transportation was made available by the district on September 15 of the preceding school year. (3) Multiply the amount determined in (2) by the total number of pupils who, on September 15 of the preceding school year, were residing in the district and less than ~~two-and-one-half-(2-1/2)~~ 2 1/2 miles by the usually traveled road from the school house they attended and for whom transportation was made available by the district. (4) Multiply the amount determined in (3) by ~~fifty-percent-(50%)~~ 50%. (5) Subtract the amount determined in (4) from the amount determined in (1). (6) Divide the amount determined in (5) by the total number of pupils who, on September 15 of the preceding school year, were residing in the district and ~~two-and-one-half-(2-1/2)~~ 2 1/2 miles or more by the usually traveled road from the school house they attended and for whom transportation was made available by the district. The quotient is the per-pupil cost of transportation.

(b) "Index of density" means the number of pupils who, on September 15 of the current school year, are residing in the district and ~~two-and-one-half-(2-1/2)~~ 2 1/2 miles or more by the usually traveled road from the school house they attended and for

whom transportation is being made available on regular school routes by the district, divided by the number of square miles of territory in the district.

(c) "Density-cost graph" means a drawing having: (1) A horizontal or base line divided into equal intervals of density, beginning with zero on the left; and (2) a scale for per-pupil cost of transportation to be shown on a line perpendicular to the base line at the left end thereof, ~~said~~ the scale to begin with ~~zero-dollars-(\$0)~~ \$0.00 at the base line ascending by equal per-pupil cost intervals.

(d) "Curve of best fit" means the curve on a density-cost graph drawn so the sum of the distances squared from such line to each of the points plotted on the graph is the least possible.

(e) For the purposes of this section, the term "residing" means residing at the school residence of a pupil, as defined in K.S.A. 72-1046, and amendments thereto, or upon request of a parent or person acting as parent of a pupil, the term residing shall mean being regularly cared for in a licensed or registered child care facility or in the residence of a relative of the pupil.

"Sec. 2. K.S.A. 72-7047 is hereby amended to read as follows: 72-7047. (a) The state transportation aid for each district shall be computed by the state board as follows: ~~(a)~~ (1) On a density-cost graph plot the per-pupil cost of transportation for each district.

~~(b)~~ (2) Construct a curve of best fit for the points so plotted.

~~(c)~~ (3) Locate the index of density for the district on the base line of the density-cost graph and from the point on the curve of best fit directly above this point of index of density follow a line parallel to the base line to the point of intersection with the vertical line, which point is the formula per-pupil cost of transportation of the district.

~~(d)~~ (4) Ascertain the per-pupil cost of transportation of the district.

~~(e)~~ (5) The per-pupil transportation allowance of the district shall be ~~one-hundred-percent-(100%)~~ 100% of the formula-per-pupil cost or ~~one-hundred-percent-(100%)~~ 100% of the per-pupil cost of transportation of the district as ascertained in ~~(e)-and-(d)~~ (3) and (4) above, whichever is lower.

~~(f)~~ (6) Multiply the per-pupil transportation allowance by the number of pupils who, on September 15, reside in the district and ~~two-and-one-half-(2-1/2)~~ 2 1/2 miles or more by the usually traveled road to the school house they attend, and for whom transportation is being made available by, and at the expense of, the district.

(b) For any district which did not transport pupils in the preceding school year, the transportation aid shall be calculated and paid on a reimbursement basis at the end of the first school year in which pupils were transported.

(c) For the purpose of providing accurate and reliable data on pupil transportation, the state board is authorized to adopt rules and regulations prescribing procedures which districts shall follow in reporting pertinent information relative thereto, including uniform reporting of expenditures for transportation.

(d) For the purposes of this section, the term "residing" means residing at the school residence of a pupil, as defined in K.S.A. 72-1046, and amendments thereto, or upon request of a parent or person acting as parent of a pupil, the term residing shall mean being regularly cared for in a licensed or registered child care facility or in the residence of a relative of the pupil.

"Sec. 3. K.S.A. 72-8301 is hereby amended to read as follows: 72-8301. As used in this act: (a) "Board" or "board of education" means the board of education of any school district.

(b) "School district" means any public school district except a community ~~junior~~ college district.

(c) The words "provide or furnish transportation" in addition to their ordinary meaning shall mean and include the right of a school district to: (1) Purchase, operate and maintain

school buses and other motor vehicles; (2) contract, lease or hire school buses and other motor vehicles for the transportation of pupils, students and school personnel; (3) purchase, operate and maintain buses other than school buses for the transportation of pupils, students or school personnel to or from school-related functions or activities; (4) contract, lease or hire buses other than school buses for the transportation of pupils, students and school personnel if said buses are owned and operated by a public common carrier of passengers under a certificate of convenience and necessity granted by the state corporation commission or the interstate commerce commission and are operating within the authority granted to said public common carrier; and (5) reimburse persons who furnish transportation to pupils, students or school personnel in privately owned motor vehicles.

(d) "Student" or "pupil" means any person regularly enrolled and attending school in those grades maintained by a school district.

(e) "Motor vehicle" means every motor vehicle, as defined in K.S.A. ~~1978-Supp.~~ 8-126, and amendments thereto, which is designed for transporting ~~ten-(10)~~ 10 passengers or less.

(f) "Bus" means every motor vehicle, as defined in K.S.A. ~~1978-Supp.~~ 8-126, and amendments thereto, which is designed for transporting more than ~~ten-(10)~~ 10 passengers in addition to the driver.

(g) "School bus" means (1) every bus designed primarily for the transportation of pupils, students or school personnel to or from school or to or from school-related functions or activities. This definition includes every such bus which is owned by a school district, or privately owned and contracted for, leased or hired by a school district, and operated for such transportation, and every such bus which is privately owned and operated for such transportation, but does not include within its meaning any bus designated in clauses (3) and (4) of subsection (c); and (2) every bus designed for operation as a common carrier in urban transportation. This definition includes every such bus which is

owned and operated for mass public transportation by a metropolitan transit authority established under the provisions of article 23 of chapter 12 or article 31 of chapter 13 of Kansas Statutes Annotated, and is contracted for, leased or hired by a school district for the transportation of pupils, students or school personnel to or from school or to or from school related functions or activities.

(h) "Residence" means the school residence of a pupil or student, as defined in K.S.A. 72-1046, and amendments thereto, or upon request of a parent or person acting as parent of a pupil or student, the term residence shall mean a licensed or registered child care facility or the residence of a relative of the pupil or student if the pupil or student is regularly cared for in the child care facility or by the relative.

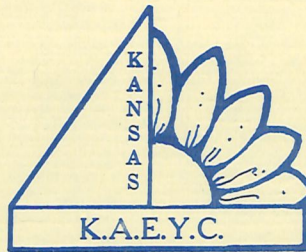
~~(h)~~ (i) "State board" means the state board of education.

"Sec. 4. K.S.A. 72-7039, 72-7047 and 72-8301 are hereby repealed.";

By renumbering section 4 as section 5;

In the title, in line 18, by striking all after "Act"; by striking all of lines 19, 20 and 21; in line 22, by striking all before the period and inserting in lieu thereof "concerning school districts; defining the terms "residence" and "residing" for purposes of transportation of pupils and students; amending K.S.A. 72-7039, 72-7047 and 72-8301, and repealing the existing sections"





Kansas Association for the Education  
of Young Children, Inc.

TESTIMONY ON H.B. 2410

March 3, 1983

Dear House Education Committee Members:

Thank you for the opportunity to represent the Kansas Association for the Education of Young Children on House Bill 2410. KAEYC consists of 800 child care professionals ranging from parents to university instructors and child care facility owners, directors and teachers.

The main issue we would like to address with respect to this bill is where the school district should be allowed to pick up and deliver children to and from school. As current law reads, the school district is responsible for transporting students in the school district to and from their place of residence. "Place of residence" no longer adequately covers the situation of the times. Many children today, a rapidly growing number, are not present at their residences at the time when they need to be taken to school and they are often not returning to the residence after school. The "day care child" as they are often called are swiftly becoming the norm. For this reason it is important for the children to be accommodated.

If the school district is responsible for providing transportation to the students, it would seem that the intent is to provide that transportation to and from the place of residence or the place of care.

It would further seem to produce an unnecessary risk to the children for the child care provider to change diapers, dress, bundle up in the winter and transport the other children, up to six children under school age, in order to deliver and pick up the other child at school.

This unnecessary transportation also causes a problem with respect to the safety of children in a car that is not appropriately sized. Not all providers have access to a car large enough to transport up to 6 children under six years plus the child or children who need to be delivered to school on a regular basis. If the school aged child is the provider's own child, the school district would currently be obligated to provide that transportation.

KAEYC would encourage the passage of this legislation allowing the cooperation between the school districts and the parents, relatives and child care providers. We would specifically support a provision that the school district transport a child to and from school from

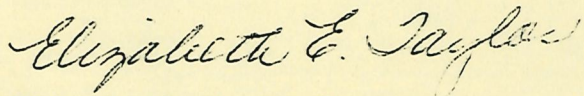


TESTIMONY ON H.B. 2410 (cont.)

the place of residence, home of a relative or place of regular care in a registered or licensed child care facility at the parent's request if the child's place of residence and the place of care are within the school district.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth E. Taylor". The signature is written in dark ink and is positioned above the typed name.

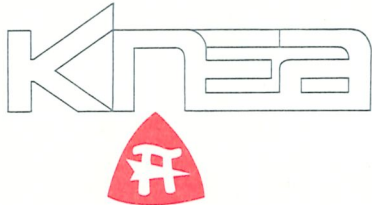
Elizabeth E. Taylor  
Legislative Consultant - KAEYC

Testimony on House Bill 2410  
March 2, 1983  
Penny Donaldson

My name is Penny Donaldson, I reside in Douglas County and operate a licensed Day Care Home within the boundaries of Shawnee Heights School District #450. I have four children of my own and have until this year been provided with every school bus I have needed. However, this year my youngest child is now in school all day and I have a kindergartener in care. At the beginning of the school year, when I requested that the kindergarten bus pick up the child in care, I was at first told there would be no problem. A few days before school started, the school told the parents of this child that she could not be picked up at my home at noon because she did not reside there. However, there was no problem with picking up her brother at my home in the mornings or dropping off both children in the afternoons. This situation was due to the fact that no child of my own was to ride the kindergarten bus this year. Last year a kindergartener in my care was picked up, along with a child of my own. This year, my kindergartener in care is allowed to meet the bus on a corner of the route. I must feed her, in addition to a preschooler and 2 toddlers by 11:30, change everyone's diapers, make sure their shoes are on, put their coats on, load them and their car seats and drive a total of 3 miles each noon. Next year, I will have another kindergartener, 2 toddlers and infant twins. This will be an impossible situation. These children are for the most part in my care from infancy. It's an adjustment for them to start school and unfair to them to transfer them to another home on the bus route. It also produces an unnecessary risk when loading these children up and transporting them when transportation for this one child can easily be provided by the school district. When my last child no longer needs grade school bus service then I will have no bus available unless one just happens to go by my home.

*Penny Donaldson*





March 2, 1983

House of Representatives  
Committee on Education

RE: House Bill #2380

On behalf of Kansas-NEA I respectfully request that the House Committee on Education resist any attempts to amend KSA-72-5440 as proposed by House Bill #2380.

The Bill before this committee would make significant changes in the compensation structure for persons serving on Due Process Panels. Specifically, the Board of Education would be able to pay their designee on the panel any amount of money agreed upon between themselves and said person. The teacher, whether represented by K-NEA or funding his or her own Due Process Panel would have the same authority with respect to their designee. However, the Due Process Panel chairperson, to whom falls the duty of making most major decisions with respect to running the committee, would be allowed only compensation as prescribed in the KSA-75-3223. The net effect of these proposed amendments would be to create a substantial inequity among the parties serving in Due Process Committees.

In addition, this Bill does not address the issue of which parties have responsibility for paying for the transcription of the Due Process Committee's procedures. Specifically, several school boards in the State of Kansas are challenging their obligation to provide the teacher with a copy of the transcription at no cost.

To prevent the teacher, with limited resources, from being at a disadvantage with respect to preparing his or her written arguments to the Due Process Panel, and more specifically, to the District Court if such action becomes necessary or warranted.

I respectfully request that you carefully consider these proposed amendments.

Respectfully,

  
David M. Schauner  
General Counsel

DMS:ng



KANSAS SUPREME COURT

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STATE OF KANSAS

OFFICE OF THE ATTORNEY GENERAL  
2ND FLOOR, KANSAS JUDICIAL CENTER, TOPEKA 66612

ROBERT T. STEPHAN  
ATTORNEY GENERAL

January 2, 1980

MAIN PHONE (913) 256-2215  
CONSUMER PROTECTION 256-2701  
ANTITRUST 256-5299

ATTORNEY GENERAL OPINION NO. 80- 2

Peter K. Curran  
Petefish, Curran & Immel  
Lawrence National Bank Building  
643 Massachusetts  
Lawrence, Kansas 66044

Re: Schools--Teachers' Contracts--Due Process  
Procedure; Compensation of Hearing Committee  
Members

Synopsis: A member of a hearing committee established pursuant to K.S.A. 1979 Supp. 72-5436 et seq. may not receive per diem compensation, as that term is defined in K.S.A. 75-3223, and may receive a subsistence allowance as provided for by K.S.A. 75-3223(b) only if the requirements of K.S.A. 1979 Supp. 75-3207(b) are met; i.e., the official travel must not be completed on the same day it is begun. Such a member may also receive mileage and other expenses as provided by K.S.A. 75-3223(c) and (d). Additionally, a school district may not make payments to hearing committee members other than those authorized by statute.

\* \* \*

Dear Mr. Curran:

On behalf of Unified School District No. 497, you have requested our opinion on the duty of a school district to pay the expenses of a member of a hearing committee appointed pursuant to K.S.A. 1979 Supp. 72-5436 et seq. Specifically, you inquire under what circumstances a district is required to pay compensation, subsistence allowance, and other expenses, and whether a district may make payments beyond those authorized by statute.

Peter K. Curran  
Page Two  
January 2, 1980

K.S.A. 1979 Supp. 72-5436 et seq. set forth a procedure whereby a teacher whose contract of employment has been terminated or is not renewed may be assured of due process. As part of this procedure, a hearing committee may be empaneled at the request of the teacher, pursuant to K.S.A. 1979 Supp. 72-5438. The committee consists of three members, each of whom is entitled to reimbursement of certain expenses. This is provided for by K.S.A. 1979 Supp. 72-5440(b), which states:

"Each member of the hearing committee shall be paid subsistence allowances, mileage and other expenses, as provided in K.S.A. 1976 Supp. 75-3223, and amendments thereto. The costs for the services of members of the hearing committee shall be borne equally by the parties."  
(Emphasis added.)

Your inquiry concerns the precise nature of these expenses.

We would initially note that K.S.A. 75-3223, to which one is referred by K.S.A. 1979 Supp. 72-5440(b), draws a clear distinction between the payment of "compensation" in subsection (a), "subsistence allowances" in subsection (b), "mileage" in subsection (c) and "other expenses" in subsection (d). The first of these terms is held to include the payment of per diem compensation of \$35 for each day of actual attendance at board meetings, while the second involves charges for meals and lodging (K.S.A. 1979 Supp. 75-3207) and is set by K.S.A. 1979 Supp. 75-3207a at a maximum rate of \$32 per calendar day. Furthermore, such allowances are limited by K.S.A. 1979 Supp. 75-3207(b) as follows:

"In all cases of official travel inside or outside of the state which is subject to the provisions of this section, where the official traveler leaves his or her official station or domicile and returns on the same day without incurring lodging expense no subsistence allowance will be paid. No subsistence allowance shall be allowed for expenses incurred within thirty (30) miles of an employee's official station."  
(Emphasis added.)



Peter K. Curran  
Page Three  
January 2, 1980

From the above, we would conclude that the payment of per diem compensation is not authorized under K.S.A. 1979 Supp. 72-5440(b), in that that term is conspicuously omitted, while the other three terms defined in K.S.A. 75-3223 are included. Had the legislature wished to provide for payment of compensation, 72-5440(b) could have been so drafted, but it was not. For an example of where this was done, see K.S.A. 1979 Supp. 74-1405, regarding the payment of "compensation, subsistence allowances, mileage and other expenses" for Kansas dental board members. Additionally, we note that K.S.A. 1975 Supp. 72-5440 provided that each member of the hearing committee be paid "compensation for such member's services in an amount agreed upon by the parties, but in no event shall such amount exceed seventy-five dollars (\$75.00) per day." That language was stricken from the Act in the 1976 amendment thereto (L. 1976, ch. 315, §5). Thus, it appears to be the clear intent of the legislature that the hearing committee members not be paid any compensation.

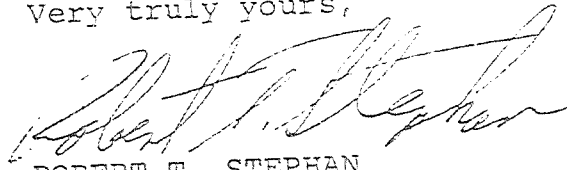
Furthermore, it is also clear that the payment of subsistence allowances may be paid only when the requirements of K.S.A. 1979 Supp. 75-3207(b) are met, i.e., actual lodging expenses must be incurred. Mileage may of course be paid regardless of whether lodging expenses are incurred, as may those actual and necessary expenses included in the term "other expenses" found in K.S.A. 75-3223(d).

You also have inquired whether a school district may make payments other than those authorized by statute. It is the general rule, as exemplified by the holding in Wichita Public Schools Employees Union v. Smith, 194 Kan. 2 (1964), that "school districts and other subdivisions of the state have only such powers as are conferred upon them by statute, specifically or by clear implication, and that any reasonable doubt as to the existence of such power should be resolved against its existence." (Smith, supra, at p. 4.) "A school district has only such power and authority as is granted by the legislature and its power to contract, including contracts for employment, is only such as is conferred either expressly or by necessary implication." (Smith, supra, at 4.) There is no statutory authority for payment of compensation to hearing committee members. Absent such statutory authority, or clear statutory implication, the school districts have no power to make such compensation, either on their own or by agreement with the teachers.

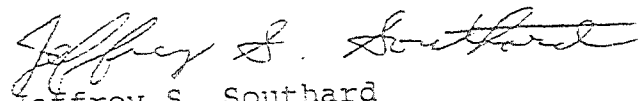
Peter K. Curran  
Page Four  
January 2, 1980

In conclusion, a member of a hearing committee established pursuant to K.S.A. 1979 Supp. 72-5436 et seq., may not receive per diem compensation, as that term is defined in K.S.A. 75-3223, and may receive a subsistence allowance, as provided for by K.S.A. 75-3223(b), only if the requirements of K.S.A. 1979 Supp. 75-3207(b) are met; i.e., the official travel must not be completed on the same day it is begun and actual lodging expenses are incurred. Such a member may also receive mileage and other expenses as provided by K.S.A. 75-3223(c) and (d). Additionally, a school district may not make payments to hearing committee members other than those authorized by statute.

Very truly yours,

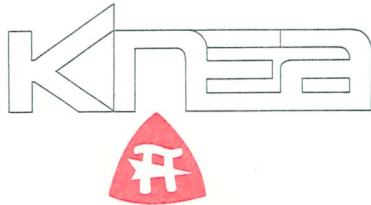


ROBERT T. STEPHAN  
Attorney General of Kansas



Jeffrey S. Southard  
Assistant Attorney General

RTS:BJS:JSS:gk



Requested Information on HB 2241  
House Education Committee  
March 2, 1983

1981-82 School Year Statistics

Number of unilateral contracts	6
Number of impasse issues in unilateral contracts	79
Fact-finding recommendations which favored board positions	31
Number of favorable board positions included in unilateral contracts	30 or 97%
Fact-finding recommendations which were independent positions	21
Number of independent recommendations included in unilateral contracts	3 or 14%
Fact-finding recommendations which favored teacher positions	27
Number of favorable teacher positions included in unilateral contracts	0 or 0%

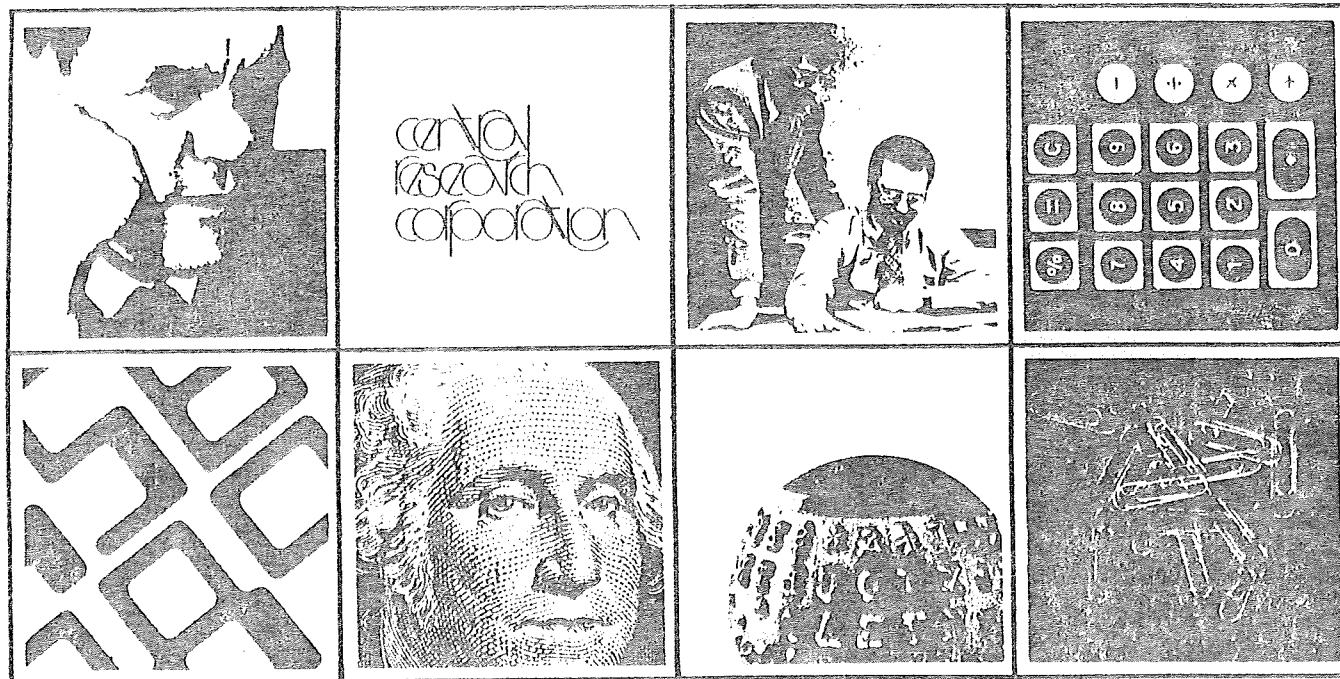
An error in testimony should be pointed out. The percentage of independent recommendations included in unilateral contracts was 14%, not 3%. The number of instances was 3, but the percent was 14%.

Thank you for your consideration of these statistics and of the positions of teachers.

*Craig Grant*

Craig Grant, K-NEA

# A Report



STATEWIDE SURVEY  
ON LEGISLATIVE ISSUES  
December, 1981

• Binding Arbitration

Commissioned by:

Kansas-National Education  
Association

**Central Research Corporation**  
**Suite 900 First National Bank Tower**  
**Topeka, Kansas 66603**  
**913 233-8948**

## SAMPLE CHARACTERISTICS

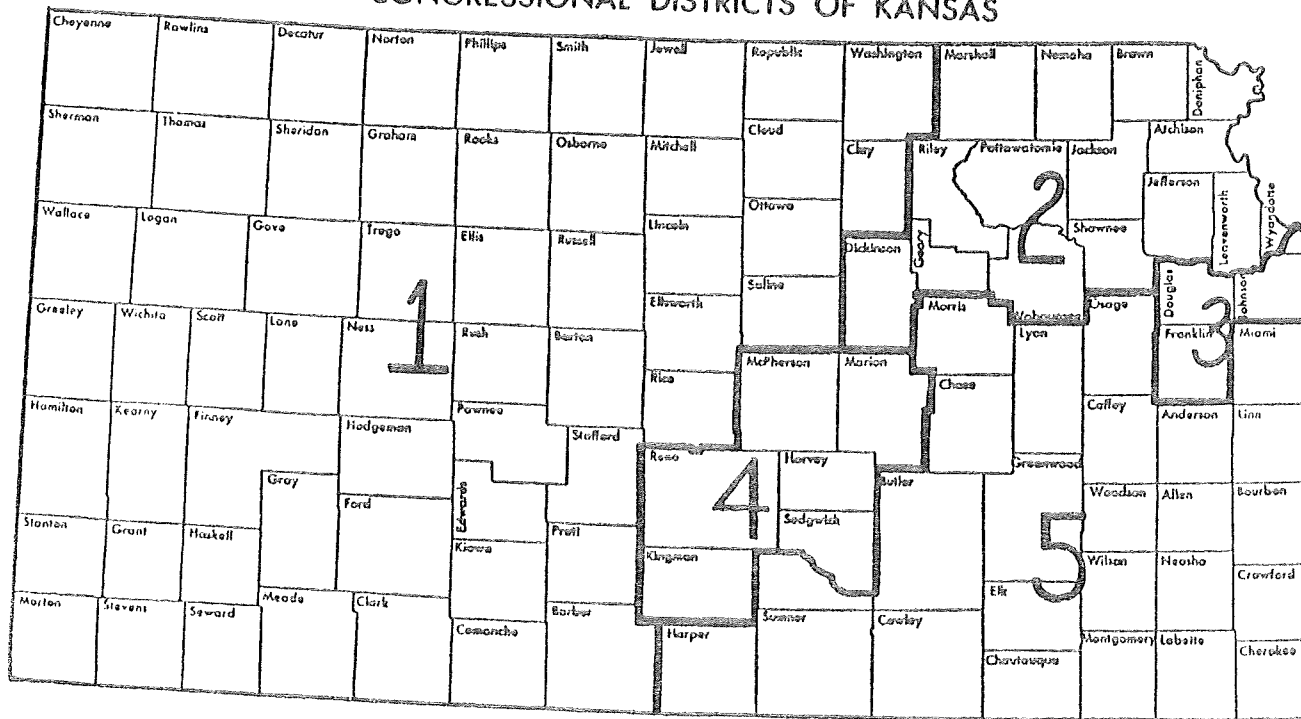
The sample was comprised of respondents in the categories and magnitudes listed below:

<u>Category</u>	<u>Percent of Sample</u>
All respondents, statewide (n = 1,000)	100%
First Congressional District	20%
Second Congressional District	19%
Third Congressional District	21%
Fourth Congressional District	20%
Fifth Congressional District	20%
Residents of Urban areas (population of 2,500 or more)	66%
Residents of Rural areas (population of less than 2,500)	34%
Persons age 18-34	31%
Persons age 35-54	31%
Persons age 55 or older	38%
Males	51%
Females	49%

The Results In Detail section of this report contains tabular displays of responses from persons in each of the 13 groups listed above. In addition, cross-tabulations are presented for those who favor a severance tax and for those who favor binding arbitration in professional negotiations.



# CONGRESSIONAL DISTRICTS OF KANSAS



**CENTRAL RESEARCH CORPORATION**  
 900 FIRST NATIONAL BANK TOWER  
 TOPEKA, KANSAS 66603

"To deal with situations where school boards and teachers cannot come to an agreement, do you think the legislature should provide procedures for settling deadlocked disputes?"

	Statewide	Congressional District					Urban	Rural	Age			Males	Females	Those who Favor . . . Binding Arbitration
		1	2	3	4	5			18-34	35-54	55 or older			
Yes	60%	49%	63%	70%	58%	59%	62%	57%	69%	56%	56%	63%	58%	70%
No	30%	37%	31%	26%	28%	31%	30%	30%	26%	38%	28%	29%	31%	24%
Don't know	10%	14%	6%	4%	16%	10%	8%	13%	5%	6%	16%	8%	11%	6%

"Would you favor or oppose a law which required deadlocked disputes between school boards and teachers to be submitted to an independent arbitrator whose decision would be binding on both sides?"

Favor	67%	60%	67%	76%	64%	66%	69%	61%	74%	71%	58%	70%	65%	100%
Oppose	23%	24%	26%	19%	23%	25%	21%	29%	22%	23%	24%	24%	22%	---
Don't know	10%	16%	7%	5%	13%	9%	10%	10%	4%	6%	18%	6%	13%	---

Six out of ten Kansans think it is appropriate for the legislature to provide procedures for settling deadlocked disputes. This sentiment is most widespread in the 3rd congressional district least widespread in the 1st congressional district.

Two out of three Kansans favor a law which mandates binding arbitration as a means of settling deadlocked contract disputes. Those who favor binding arbitration outnumber those who oppose binding arbitration by nearly three to one. Among persons in each of the tabulated groups, a majority said they favor binding arbitration. The largest majority support occurs in the 3rd congressional district. The least widespread (though still a majority) support for binding arbitration occurs among persons in the 55 and older age group.

Of those who FAVOR binding arbitration: (67% of sample)

"Why would you favor such a law?"  
(more than one response permitted)

	Statewide	Congressional District					Urban	Rural	Age			Males	Females	Those who Favor . . . Binding Arbitration
		1	2	3	4	5			18-34	35-54	55 or older			
Would get disputes settled, not let them drag on	33%	31%	39%	37%	29%	31%	34%	32%	36%	28%	37%	34%	33%	33%
Would be fair, equitable for both sides	21%	20%	14%	26%	22%	20%	22%	18%	18%	22%	23%	22%	20%	21%
Settlement would be based on reason, logic; not based on politics, political clout	17%	18%	14%	13%	21%	20%	16%	19%	17%	20%	13%	17%	16%	17%
Third party can be objective; not emotionally involved	13%	13%	16%	12%	12%	11%	12%	15%	13%	10%	14%	11%	14%	13%
Would prevent teacher strikes, school closings	7%	3%	4%	11%	6%	9%	8%	5%	7%	8%	5%	6%	8%	7%
Kids suffer when disputes drag on	7%	6%	8%	5%	5%	12%	7%	8%	10%	5%	5%	8%	6%	7%
Third party needs authority to bind both sides	6%	8%	6%	1%	3%	10%	8%	5%	5%	6%	6%	4%	7%	6%

Others mentioned by fewer than 3%: Would prevent teachers from being taken advantage of; Would create more pressure to negotiate to an agreement; It costs money to drag it out; Would curb teachers' demands; It works well to settle other kinds of labor disputes.

The largest number of those who favor binding arbitration express a generalized concern that disputes not be allowed to drag on. Substantial numbers are convinced that binding arbitration represents a fair or equitable approach and that there is merit in moving deadlocked disputes from the political arena to an environment in which logic and reason prevail.

Of those who OPPOSE binding arbitration: (23% of sample)

"Why would you oppose such a law?"  
(more than one response permitted)

	Statewide	Congressional District					Urban	Rural	Age			Males	Females	Those who Favor . . . Binding Arbitration
		1	2	3	4	5			18-34	35-54	55 or older			
Parties should be able to settle it themselves	32%	34%	20%	25%	43%	38%	34%	30%	28%	32%	32%	29%	31%	-----
Outsider wouldn't know the whole background of a local dispute	15%	15%	22%	20%	10%	9%	16%	13%	17%	17%	13%	11%	20%	-----
State government should not be involved in local disputes	14%	15%	14%	13%	12%	15%	10%	19%	16%	22%	5%	14%	12%	-----
Elected officials should have final say	10%	6%	12%	10%	8%	13%	7%	14%	8%	13%	10%	18%	3%	-----
Too much power in one person's hands	9%	4%	10%	10%	12%	6%	9%	8%	8%	7%	11%	7%	10%	-----
No such thing as truly unbiased arbitrator	8%	4%	6%	15%	10%	6%	11%	4%	11%	6%	9%	10%	7%	-----
Doesn't leave the parties enough flexibility	7%	9%	4%	3%	12%	9%	7%	7%	13%	1%	9%	8%	8%	-----
Costs tax money to pay arbitrator	4%	2%	4%	3%	4%	6%	4%	4%	3%	4%	4%	3%	5%	-----

Others mentioned by fewer than 3%: Arbitrator would favor school board; Arbitrator would favor teachers; Disputes should be put to popular vote; Teachers need more pay; It could bankrupt the system; Parents should step in; It would take the strike weapon away from teachers.

Among those opposed to binding arbitration, the largest number express conviction (or perhaps desire) that the two parties should settle their own differences. Some are concerned that an outside arbitrator could not adequately comprehend the local situation and some think it inappropriate for state government to undertake such involvement in local disputes. About one out of ten of those opposed to binding arbitration disapprove of pre-empting the final authority of elected officials and a similar number fear placing such power in the hands of one person.

	National Totals %	No Children In School %	Public School Parents %	Nonpublic School Parents %
Teachers	42	41	45	51
Parents	18	19	15	14
Principals and school administrators	15	14	16	17
School boards	13	13	13	8
Don't know	12	13	11	10

**Further breakdowns:**

	Teachers %	Parents %	Principals		
			And Admins. %	School Boards %	Don't Know %
<b>NATIONAL TOTALS</b>	42	18	15	13	12
<b>Sex</b>					
Men	39	18	16	16	11
Women	45	18	13	11	13
<b>Race</b>					
White	43	19	14	13	11
Nonwhite	41	12	17	14	16
<b>Age</b>					
18 - 29 years	53	18	10	11	8
30 - 49 years	44	16	14	15	11
50 and over	33	20	18	14	15
<b>Community Size</b>					
1 million and over	43	12	13	19	13
500,000 - 999,999	48	21	14	14	3
50,000 - 499,999	40	17	18	14	11
2,500 - 49,999	49	22	12	10	7
Under 2,500	38	20	14	10	18
Central city	44	16	16	15	9
<b>Education</b>					
Grade school	27	23	20	9	21
High school	40	20	15	14	11
College	53	11	12	15	9
<b>Region</b>					
East	48	18	12	13	9
Midwest	40	20	17	13	10
South	38	13	18	14	17
West	45	23	9	13	10

**Settling Teacher Strikes**

This year, as in the 1975 survey, the public strongly supports compulsory arbitration as a way to settle teacher strikes.

Complete agreement exists on this point among all major groups in the population. The highest vote in favor of compulsory arbitration is recorded among individuals with a college education.

Results of the 1982 survey show 79% in favor of compulsory arbitration. In 1975 the comparable figure was 84%. It should be noted that slightly more people say they have no opinion on this proposal in 1982 than did so in the 1975 study.

The question:

In case an agreement cannot be reached between a teacher union (or association) and the school board, would you favor or oppose a plan that would require the dispute to be settled by the decision of an arbitrator or a panel acceptable to both the union and school board?

	National Totals %	No Children In School %	Public School Parents %	Nonpublic School Parents %
Favor	79	76	84	80
Oppose	7	3	5	5
Don't know	14	16	10	5

**National Totals**

	Favor %	Oppose %	Don't Know %
1982 results	79	7	14
1975 results	84	-	9

**Further breakdowns:**

	Favor %	Oppose %	Don't Know %
<b>NATIONAL TOTALS</b>	79	7	14
<b>Sex</b>			
Men	79	8	13
Women	78	6	16
<b>Race</b>			
White	80	7	13
Nonwhite	69	10	21
<b>Age</b>			
18 - 29 years	79	8	13
30 - 49 years	80	7	13
50 and over	77	6	17
<b>Community Size</b>			
1 million and over	76	5	19
500,000 - 999,999	85	8	7
50,000 - 499,999	80	8	12
2,500 - 49,999	81	6	13
Under 2,500	74	8	18
Central city	80	6	14
<b>Education</b>			
Grade school	67	5	28
High school	77	9	14
College	87	4	9
<b>Region</b>			
East	79	6	15
Midwest	85	7	8
South	70	9	21
West	82	6	12

**How Serious Is the Problem of Discipline in the Local Schools?**

In every survey in this series, an open-ended question has been included that seeks to learn what people regard as the major problem facing their local schools. In all but one of these surveys, the greatest number of respondents have cited discipline as the major problem.

Once again discipline, although named by only 27% of those interviewed, achieves first place among a score of problems mentioned. The question then arises as to how serious a problem discipline is in the typical school.

To shed further light on this question, respondents were asked: Do you regard discipline in your local schools as a "very serious" problem, a "fairly serious" problem, "not too serious," or "not at all serious"?

The findings reveal that approximately seven persons in 10 regard discipline as a "very serious" or "fairly serious" problem. Only two in 10 say it is "not too serious" or "not at all serious." It is significant that parents of children attending school — presumably those who are in the best position to know — hold virtually the same views as the general public.

The question:

How serious a problem would you say discipline is in the public schools in this community — very serious, fairly serious, not too serious, or not at all serious?

	National Totals %	No Children In School %	Public School Parents %	Nonpublic School Parents %
Very serious	39	39	37	46
Fairly serious	31	31	32	31
Not too serious	20	18	25	18
Not at all serious	2	2	4	2
Don't know	3	10	2	3





# Legislative Testimony

Kansas Association of Commerce and Industry

500 First National Tower, One Townsite Plaza

Topeka, Kansas 66603

A/C 913 357-6321

KANSAS ASSOCIATION OF COMMERCE AND INDUSTRY

Testimony Before the

HOUSE EDUCATION COMMITTEE

HB 2241

March 2, 1983

Mr. Chairman and Members of the Committee:

My name is Jim Edwards, Director of Public Affairs for the Kansas Association of Commerce and Industry, and I am here today to review with you KACI's position in opposition to HB 2241, commonly known as the binding arbitration bill.

The Kansas Association of Commerce and Industry (KACI) is a statewide organization dedicated to the promotion of economic growth and job creation within Kansas, and to the protection and support of the private competitive enterprise system.

KACI is comprised of more than 3,000 businesses which includes 200 local and regional chambers of commerce and trade organizations which represent over 161,000 business men and women. The organization represents both large and small employers in Kansas, with 55% of KACI's members having less than 25 employees, and 86% having less than 100 employees.

The KACI Board of Directors establishes policies through the work of hundreds of the organization's members who make up its various committees. These policies are the guiding principles of the organization and translate into views such as those expressed here.

You are faced with an issue here today that the outcome will be of grave importance to every unified school district across the state. We are talking of an issue that will bind the hands of every school board unable to reach prompt settlement with

the teacher negotiation organization within that district. This is the same school board that is elected to represent those living within that district and also the ones empowered to levy taxes within that same district to fund essential services, salaries, and buildings. Binding the hands of those elected officials in this matter can also be viewed as binding the hands of those persons who elected that board and pay the taxes. In essence you will be imposing a tax without allowing representation.

The knowledge of a district and its economy will never be as good for an outsider as it would be for someone living, working, and being elected to that district's board. Facts such as average teacher salary, pupil-per-teacher ratio, and others can be stated quite factually but quality, enthusiasm, and dedication are items that can be viewed honestly only when someone is close to the situation on a daily basis.

We feel that the facts are quite evident in this matter and urge you to kill this bill in your Committee. You thereby would be recognizing the duties and responsibilities of the elected school board as well as those of the electors.

Thank you for the opportunity to appear before you today.



KANSAS  
ASSOCIATION



OF  
SCHOOL  
BOARDS



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

Testimony on H.B. 2241  
before the  
House Education Committee  
by  
John W. Koepke, Associate Executive Director  
Kansas Association of School Boards

March 2, 1983

Mr. Chairman and members of the Committee, we once again appreciate the opportunity to appear before you on behalf of the member boards of education of the Kansas Association of School Boards. The topic before you today is one which raises strong emotions and which has been dealt with by this legislature annually for the past decade. In each instance in the past, after consideration of the philosophical and political issues involved, the Kansas Legislature has seen fit not to adopt the concept of binding arbitration in public employment. We hope that you will continue to see the wisdom of this position.

We have no new arguments to offer on this issue this year. Our members continue to believe that such legislation strikes at the heart of the philosophy of representative government. We believe that those decisions relative to the operation of the public schools should be made by the elected representatives of the people. Only in this manner can the people have some recourse through the ballot box against decisions with which they disagree. Under provisions like those in H.B. 2241, the patrons of a school district would be bound to financially support a contract imposed by arbitrators who have no responsibility to those patrons.

The point should also be made that those arbitrators would not be limited to financial contract considerations. There are numerous non-financial issues included in negotiated agreements in Kansas and all of those provisions would also be subject to the decisions of the arbitrator. In that light, several previous conferees suggested that the scope of negotiations should be significantly expanded. We believe that the scope issues were thoroughly aired several years ago and that the present definition of scope, which was arrived at through much hard bargaining itself should not be changed.

We would also urge you not to change the date for commencing negotiations through exchange of agreements and the statutory impasse date by moving them up three months as proposed in H.B. 2241. If March 1 were to become the statutory impasse date, then nearly every district in Kansas would be at impasse every year. I cannot remember a single year in my twelve year experience with the legislature when school finance legislation was even close to decision by March 1.

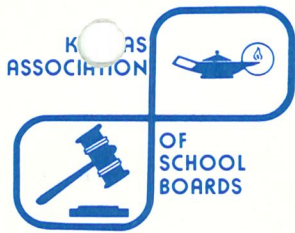
I have attached to my testimony several documents which review the outcome of negotiations in Kansas in recent years. We believe they indicate the present process is working rather well. Certainly, our members do not believe there is presently any indication of the need to do violence to the democratic process on the order of that contemplated in H.B. 2241. We appreciate the opportunity to present our members views and I would be happy to attempt to answer any questions.

SUMMARY OF IMPASSE PROCEEDINGS

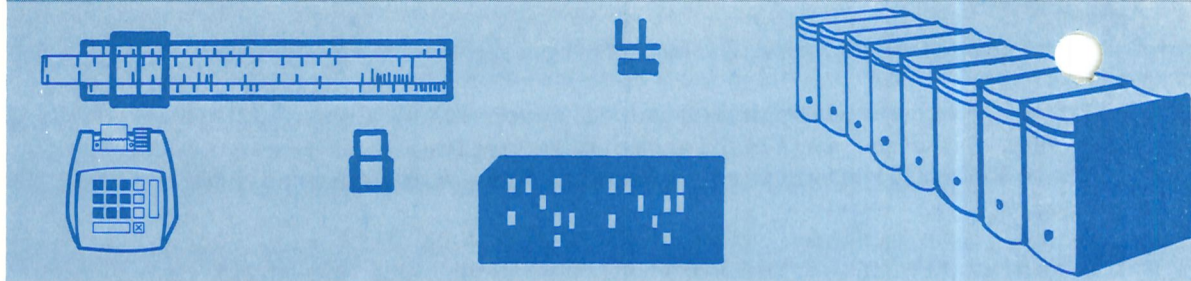
	<u>1982</u>	<u>1981</u>	<u>1980</u>	<u>1979</u>
1. Impasse declared	32	52	19	27
2. Settled w/o mediation	4	12	2	7
3. Mediation succeeded	21	31	14	11
4. Mediation failed	7	9	3	9
5. Settled before fact-finding	2	0		
6. Fact-finding succeeded	3	4	1	6
7. Fact-finding failed	2	5	2	
8. Board unilateral decision	2	5	2	3*

\*USD 300 and USD 501 went to court over procedural matters.





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



## RESEARCH BULLETIN

February, 1983

No. 6-I

### THE 1982-83 PRACTICE OF BOARD-TEACHER NEGOTIATING IN THE PUBLIC SCHOOL SECTOR OF THE STATE OF KANSAS by Gordon Nelson, Research Director

It is important to note that this Research Bulletin is a compilation of data from 1982-83 agreements between public school boards and teacher associations/unions as reported to the KASB Research Department by the school superintendents. It does not reflect the 1983-84 negotiating now in progress.

The report is published in four parts to satisfy the varying depths of interest of readers. The first part (6-I) is a summary of conclusions from the data reported; the second (6-II) is a comparison of salary schedule data for seven years, 1976-1977 through 1982-83; the third (6-III) is a discussion of data on other terms and conditions of employment, both negotiable and non-negotiable; and the fourth (6-IV) a compilation of 1982-83 fringe benefits to be added to a district average salary for teachers to get a complete picture of economic security provided the teachers by the taxpayers.

A more discriminating reader may request an Appendix of 41 tables comparing complete data with previous years and/or computer printouts of the data for any items discussed.

#### PART I. A SUMMARY OF CONCLUSIONS FROM THE 1982-83 DATA

1. Response to the 1982-83 survey on the practice of board-teacher negotiating was over 95%.
2. Most often a board member was the CHIEF SPOKESMAN for the BOARD.
3. Most often a local teacher was the CHIEF SPOKESMAN for the TEACHERS.
4. In 84% of the school districts, boards have granted FORMAL RECOGNITION of the teachers for the purpose of NEGOTIATIONS, but only five districts have BINDING ARBITRATION OF IMPASSE.
5. Teachers have SUBMITTED A LIST OF ITEMS TO BE NEGOTIATED in 78% of all districts and in 93% of those districts where boards have granted recognition.
6. Slightly over one-third of the boards placed an INTRODUCTORY PACKAGE OF ITEMS on the negotiating table.
7. The total estimated COST OF THE PROCESS of meeting with the teachers was over one-half a million dollars (\$564,438). The average district cost was \$2,294 for the 239 districts reporting a cost.
8. Eighty-nine percent of the boards REACHED AN AGREEMENT with the teachers by the end of June, eight percent better than last year.
9. The median number of SESSIONS needed to reach agreement was four sessions.
10. The median number of HOURS PER SESSION was two hours.
11. IMPASSE was declared in 33 school districts, 11% of the state, seven districts were involved in fact-finding, and only two unilateral board decisions were made.
12. SALARY SCHEDULE DATA are summarized on page one of Part II of this bulletin.

13. Boards allow a median of seven YEARS CREDIT ON THE SALARY SCHEDULE to newly employed teachers in 174 districts reporting.

14. In 261 districts, teachers have 4.6 years of PROFESSIONAL PREPARATION as a median.

15. The median number of CONTRACT WORK DAYS in a teacher's contract was 185. The median LENGTH OF THE WORK DAY was seven and one-third hours.

16. The median number of minutes for DUTY-FREE LUNCH was 30 minutes a day for both elementary and secondary teachers. Over 85% of the districts provided duty-free lunch periods for teachers, but two-thirds did not employ AIDES TO SUPERVISE THE LUNCHROOM. Presumably, the supervision was rotated among the teachers or handled by the administration. Two-thirds of the districts reported that NO ADDITIONAL COMPENSATION was granted the teacher for lunchroom supervision.

17. Over 98% of the districts provided PREPARATION/PLANNING TIME for both elementary and secondary teachers. The median number of minutes for ELEMENTARY TEACHERS was 205 minutes per week; for SECONDARY TEACHERS, 275 minutes per week.

18. Slightly more than one-quarter of the districts did not use SUPPLEMENTAL CONTRACTS for activities. This salary is reported in a separate KASB research study.

19. Over 68% of the districts had GRIEVANCE PROCEDURES and negotiated them, but advisory or binding arbitration was characteristic of only a small percentage of such agreements. The median NUMBER OF DAYS ALLOWED FOR FILING a grievance was 10 days.

20. Slightly more than one-third of the districts allowed for EVALUATION AS A BASIS FOR FORMAL GRIEVANCE, but less than seven percent of the districts allowed for an OUTSIDE EVALUATOR in a disputed evaluation. (Note state law allows for a teacher to submit in writing any disagreement within two weeks of an evaluation conference, but that is not construed as a grievance.)

21. Most school districts are not involved with the association/union in planning CURRICULUM, IN-SERVICE, STAFF REDUCTION, RECALL, ASSIGNMENT/TRANSFER, VACANCY NOTICE, SCHOOL CALENDAR, or CLASS SIZE, but that should not be construed as not involving the teachers on an informal basis.

22. Less than one percent of the districts used the CONSUMER PRICE INDEX as a negotiated factor to determine salary increases.

23. Association/union privileges most often granted by school boards were USE OF FACILITIES (87%), FREE USE OF SCHOOL MAIL BOXES (89%), DUES DEDUCTION (77%), USE OF SCHOOL MACHINES (82%), and USE OF SCHOOL BULLETIN BOARDS (86%). Those privileges least often granted were UNION ACCESS DURING THE SCHOOL DAY (21%), ASSOCIATION/UNION LEAVE (26%), OFFICE SPACE PROVIDED (2%), and POSTAGE PAID by the district (5%).

24. A FRINGE BENEFIT POOL (an amount of money from which the teacher may select certain fringe benefits) was provided by over three-fourths of the districts. The median ANNUAL AMOUNT PAID by the board was \$876.00, a 22% increase over last year. Benefits included in the pool over half the time were HEALTH/MEDICAL INSURANCE and ANNUITIES.

25. SICK LEAVE was granted by 99% of the districts. The median number of DAYS PER YEAR was 10 days, with MAXIMUM ACCUMULATION a median number of 60 days. PAYMENT FOR UNUSED SICK LEAVE was practiced in 88 districts (29%). A SICK LEAVE BANK was reported by only 55 districts (18%).

26. PERSONAL LEAVE was granted by 63% of the districts. The median number of days was two days per year. Only a third of the districts reported a MAXIMUM ACCUMULATION of personal leave.

27. About 80% of the districts provided payment for EXTRA DUTY. The median amount PER HOUR was \$5.00; the median amount PER EVENT was \$10.00.

28. About 44% of the districts reported a dollar amount per hour payment to a teacher for SUBSTITUTING DURING A PREPARATION/PLANNING PERIOD. The median per hour payment was \$6.42.

29. The median PAY FOR SUBSTITUTES was \$40.00 a day.

30. FRINGE BENEFITS, their dollar amounts and relationship to the district average salary are discussed in complete detail in Part IV of this bulletin, a separate part of the annual survey.





# UNITED SCHOOL ADMINISTRATORS OF KANSAS

1906 EAST 29TH

TOPEKA, KANSAS 66605

913-267-1471

**JERRY O. SCHREINER**  
EXECUTIVE DIRECTOR

**M.D. "MAC" McKENNEY**  
ASSOCIATE EXECUTIVE DIRECTOR

TO: House Education Committee  
FROM: Jerry O. Schreiner, Executive Director  
DATE: March 2, 1983  
SUBJECT: HB 2241-Professional Negotiations

The United School Administrators of Kansas opposes binding arbitration. We do not believe that the provisions for arbitration in HB 2241 will improve relations between teachers and boards of education in Kansas.

The original intent of professional negotiations was to provide a formal method, one more avenue for teachers and boards to communicate with each other about concerns of either party. The gradual changes made in the process and the many proposals presented to you clearly indicate the intent of local employees' organizations to control not only the decision making process but the allocation of public resources.

The resources available to public schools are limited and have always been limited by state statutes or local community demands. It appears to be counter-productive to consider adding to the confrontations that have been created by professional negotiations by requiring binding arbitration over even more limited resources.

Teachers' representatives maintain that they are unique in organized labor--that they are professionals qualified to make policy decisions about local schools. Although boards welcome and encourage the advice and counsel of professionals, administrators believe that it is essential that educational policy making remain independent of the vested interests of all professionals.

A school board in Kansas is more than an employer--it is a legislative body held accountable to the will of the people; whereas an independent arbitrator is accountable to no one. A board cannot encumber, through mandated contracts, its responsibility to respond to the public as well as to state laws.



In public education there is a third party between the employer and the employee, the student. No such relationship exists in the private business sector where only two parties are involved. Given the necessary legislative authority, a teachers' organization can and will encumber the board's responsibility to act in the best interests of students.

The proposal you are considering will:

- (1) increase the communication gap between labor and management,
- (2) make professional negotiations a truly "win-lose" confrontation,
- (3) increase legal costs to employee organizations and school districts, and
- (4) decrease the trust levels between teachers, administrators, and boards.

If you feel that binding arbitration is a necessity, then I suggest that the time consuming, expensive process of mediation and fact finding be eliminated so that the parties involved could proceed directly to binding arbitration as soon as possible. If a local board of education is not allowed to make final decisions on the use of the district's resources, then skip the process and go directly to a third party. This would at least avoid the negative confrontations created by artificial circumstances that place teachers, administrators, and boards in adversary positions. In addition, the state should fully fund any settlement beyond the board's final offer and such funds should not be included within budget limits.

Any proposal for third party intervention in local school affairs creates a dangerous potential for a distortion of the balance of power between the state and local boards. HB 2241 provides one more opportunity for public employees to control the public by excluding elected officials. The issue involved in this proposal is not simply a matter of teachers vs. boards. It is a matter of teachers vs. "the public."

The United School Administrators supports the following changes in professional negotiations:

1. "Terms and conditions of professional services" should be limited only to economic benefits such as salaries, wages, and fringe benefits. A number of items are affected by state law and are most difficult to negotiate. Certainly the items related to "privileges of the employees' organization" have absolutely nothing to do with either the educational process or the operation of schools.

2. The dates for declaring impasse are unrealistic as presented in HB 2241 in view of the problems involved in determining school finance and sources of revenue. The present dates should continue.

3. New Section 7 needs further refinement and adequate funds must be provided for the suggested training.

4. Administrators support the proposed amendments in Sections 9 and 10 to remove the extension of time for contract notification.