

MINUTES OF THE HOUSE COMMITTEE ON EDUCATION

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

3:30 ~~xxxx~~ p.m. on March 5, 1985 in room 519-S of the Capitol.

All members were present ~~except~~

Committee staff present:

Ben Barrett, Legislative Research Department
Avis Swartzman, Revisor of Statutes' Office
Judy Crapser, Secretary to the Committee

Conferees appearing before the committee:

Representative Anthony Hensley
Craig Grant, Kansas-National Education Association
Evelyn Huffman, Kansas City Community College Faculty K-NEA
Pat Lawson, Kansas City Community College Faculty K-NEA
Jim Schoonover, Great Bend USD 428 K-NEA
Curtis Barnhill, Topeka USD 501 K-NEA
Judy Henderson, Lawrence USD 497 K-NEA
Les Kuhns, Topeka USD 501 K-NEA
John Koepke, Kansas Association of School Boards Executive Director
Jim Edwards, Kansas Chamber of Commerce and Industry Director of Public Affairs
Onan Burnett, Topeka USD 501
Bill Haynes, Topeka USD 501 Chief Administrative Spokesman
Ken Fisher, United School Administrators of Kansas
Jim Yonally, Shawnee Mission USD 512

The Chairman opened the hearings for HB 2393 which provides procedures for final and binding conclusion of professional negotiations between boards of education and professional employees.

Representative Anthony Hensley presented HB 2393. He stated that there is a need to provide some changes in the existing operations as there are just too many times that the present system does not work adequately. He added that there are others who also feel this way. (ATTACHMENTS 1 & 2)

Craig Grant, K-NEA, testified in support of HB 2393. (ATTACHMENT 3)

Evelyn Huffman, KCCC Faculty K-NEA, testified in support of HB 2393. She stated that they had very recently gone through the process with the current system and noted the problems they had encountered. She added that the Board very easily ignored the fact finding report. (ATTACHMENT 4)

Pat Lawson, KCCC Faculty K-NEA, testified in support of HB 2393. She related their displeasure of having to accept a unilateral contract and that their Board offered little or no rationale for their decisions in their opinions. (ATTACHMENT 5)

Jim Schoonover, Great Bend USD 428 K-NEA, testified in support of HB 2393. (ATTACHMENTS 6 through 9)

Curtis Barnhill, Topeka USD 501 K-NEA, testified in support of HB 2393. (ATTACHMENT 10)

Judy Henderson, Lawrence USD 497 K-NEA, testified in support of HB 2393. (ATTACHMENT 11)

Les Kuhns, Topeka USD 501 K-NEA, testified in support of HB 2393. (ATTACHMENT 12)

This concluded the proponent portion of the hearing for HB 2393, the Chairman opened the opponent portion of the hearing.

John Koepke, KASB Executive Director, testified in opposition of HB 2393. (ATTACHMENTS 13 through 16)

CONTINUATION SHEET

MINUTES OF THE HOUSE COMMITTEE ON EDUCATION,
room 519-S, Statehouse, at 3:30 ~~xxx~~ ~~xxx~~ p.m. on March 5, 1985.

Jim Edwards, KCCI, testified in opposition of HB 2393. (ATTACHMENT 17)

Onan Burnett, Topeka USD 501, scheduled to testify in opposition to HB 2393, yielded to Bill Haynes, USD 501 Topeka Chief Administrative spokesman, who testified in opposition of HB 2393. Mr. Haynes cited several hypothetical cases inserting all state employees in a binding arbitration situation, illustrating in his opinion of how this legislation could hold the funds available in hostage. Thereby taking the control away from those that should be responsible for decisions.

Ken Fisher, USA, testified in opposition of HB 2393. He stressed the responsibility for accountability is with the boards of education, therefore the responsibility for making the decisions should be with them also.

Jim Yonally, USD 512 Shawnee Mission, testified in opposition of HB 2393 by echoing the previous conferees in opposition.

The minutes of March 4, 1985 were approved as written.

The meeting was adjourned at 4:50 p.m.

The next meeting of the Committee will be March 7, 1985 at 3:30 p.m. in Room 519-S.

DATE March 5, 1985
Page 1 of 2

GUEST REGISTER

HOUSE

EDUCATION COMMITTEE

NAME	ORGANIZATION	ADDRESS
Bill Haynes	USD #501	Topeka, Ks -
Ann C. Burnett	USD 501#	Topeka, KA
Helen Stephens	LWW	Prairie Village
Jim Yavally	USD # 512	Shawnee Mission
Richard Funk	KASB	Topeka
Jim Edward	KCCI	"
Kathy Lange	Teacher	Topeka
Marta Huey	teacher, USD #501	Topeka
Judy Henderson	Lawrence Education Association	Lawrence
Jim Marshall	K-NEA	Topeka
Clifford Bunkil	NEA-Topeka	Topeka
Joe Kulis	NEA-Topeka	Topeka
Mary Alexander	NEA-Topeka	Topeka
James Schoover	USD 428, Great Bend-NEA	Great Bend
Kay Coles	K-NEA	Topeka
Jain Martens	teacher	Topeka
Jay Marks	Teacher	Topeka
Gertra Carman	Teacher	Topeka
Bob Johnson	USA	Topeka
M & MCKENNEY	USA	Topeka
Ken Fisher	USA	Lawrence
Ferry Howell	DHR	Topeka
Sheldon W. High	KCKCC	KC, Ks
Ken Clark	KCK Community College	Kansas City

STATE OF KANSAS

Room 278W

DAVID G. MILLER
REPRESENTATIVE, FORTY-THIRD DISTRICT
DOUGLAS AND JOHNSON COUNTIES
1312 FIR
EUDORA, KANSAS 66025



TOPEKA

HOUSE OF
REPRESENTATIVES
February 20, 1985

COMMITTEE ASSIGNMENTS
VICE CHAIRMAN COMMERCIAL AND FINANCIAL
INSTITUTIONS
MEMBER LEGISLATIVE, JUDICIAL AND
CONGRESSIONAL APPORTIONMENT
WAYS AND MEANS

Representative Anthony Hensley
Room 278W - State House

Dear Anthony:

Enclosed please find a copy of a measure that I asked the Revisor's Office to draft for me this year. I did not introduce it.

As you will see, this is a proposal regarding binding arbitration. It does not propose to make Kansas a binding arbitration state. Rather, the proposal sets out the procedure whereby a local school district could choose to come under a binding arbitration procedure. Specifically, the proposal provides for a petition of the patrons of the district for a vote on the issue and provides for such a vote. In other words, this is a "local option" binding arbitration proposal.

The reason I did not propose the bill this year is that I have not had an opportunity to thoroughly study the professional negotiations issue. I intend to do that over the period of the next year and expect to submit this proposal (or one very similar to it) next year. I understand, however, that you will be considering binding arbitration legislation this year and I wanted you to know of this idea.

With every good wish.

Very truly yours,

David

David G. Miller
State Representative

Enclosure

DGM/cw

ATTACHMENT 1

3-5-85
House Education Committee

Rep. Anthony Hensley
House Education Committee
P.O. Box 2634
Topeka, Ks. 66601

K.C.K. Community College KNEA
Kansas City Ks. Community College
7250 State Ave.
Kansas City, Ks. 66112
February 28, 1985

Dear Representative Hensley:

We would like to extend our whole-hearted support for House Bill 2393, calling for binding a fact-finder's decision on school boards and on faculty bargaining units.

Having recently been through fact finding and having had the fact finder's report and proposal totally rejected by our board of trustees, we believe that we are in a position to add support to arguments for the bill in your committee. To this end our chief negotiator, Dr. Marc DesLauriers, has expressed interest in appearing before your committee to present our case on behalf of passing House Bill 2393.

We have enclosed copies of Mr. Rork's (our fact finder's) report and the most recent Board of Trustees' offer, which has not been changed in any significant way since May, 1984. The dollar amount proposed has been virtually the same for both sides. Our disagreement has been on the base pay at Master's Degree level and on the inclusion of an additional step at the top of our salary schedule.

While we have consistently provided the Board with justification both for our proposals and for rejecting theirs, the Board has not reciprocated with their own rationale. Even the fact finder solicited data and arguments from the Board for their proposal but could obtain none.

Some of the key data the faculty provided the fact finder, which are listed in his report, are as follows:

1. In comparison with ten neighboring districts K through 12, the base salary at KCKCC ranks eleventh. The top salary ranks sixth.
2. The Board proposal would set our beginning base and top salary lowest among comparable institutions researched in the Hammon study. This study was utilized by the Board in 1981 to set administrative and staff salaries.
3. In both county wealth and in administrative salaries, with or without benefits, this college ranks second in the state. However, faculty salaries rank fourth and with benefits, sixth. Despite having the second highest tax valuation in the state, the Board of Trustees operates from the lowest mill levy of all nineteen community colleges.
4. 1983 was the only year salary increases have kept up with the cost of living.
5. "The Faculty's proposal would not impose a financial hardship on the Board as it is evident that the 'ability to pay' is not an inhibiting factor." (Rork)

The choice of a particular fact finder is one which must be mutually agreed upon by both parties to a dispute. He or she very clearly must be an impartial third party in order to be selected in the first place. Nevertheless, boards of trustees such as ours are legally authorized in the state of Kansas to ignore or reject the fact finder's carefully and judiciously considered report without offering any sort of justification for doing so. We do not believe that this state of affairs can be considered fair for faculties or in the best interests of education.

We strongly and without reservation support you in your efforts to pass this very important legislation (HB 2393) making fact finders' decisions binding. We welcome the opportunity to speak on behalf of this bill in your committee hearings. Please let us know if we can help by sending our chief negotiator to testify before your committee or in some other way. Please respond to Dr. Ken Clark at the address submitted above, or phone 334-1100 (extension 233) or 287-7150.

Sincerely,

Faculty of KCKCC

c.c.: Rep. Norman Justice
506 Washington Blvd.
Kansas City, Ks. 66101

Rep. Clarence Love
2853 Parkview
Kansas City, Ks. 66104

Rep. Michael J. Peterson
450 N. 17th St.
Kansas City, Ks. 66102

Suzi Myers
Scott Downie
Patricia McNamee
Thomas Ziph
Ken Clark
Karen Fernald
Janet [unclear]
Ed J. Johnson
Barbara Marston
Robb Steinbach
Sandy Thomas
Henry X [unclear]
B. E. Merton
Alise [unclear]
Brooks W. Spier, Jr.
Alan [unclear]
Michael C. Mosier
Margaret [unclear]
Michael [unclear]
Barbara F. Hunt

James H. [unclear]
Monty H. [unclear]
James W. Murick
Bo Flanagan
John Stocker
Rob [unclear]
James L. Brown
David Klein

Charles Mosier
Donald Alley
Kay Berry
Rob [unclear]
Dean Wall
William [unclear]
Coely [unclear]
Steven C. Collins
Shirley Wexel
Rebecca Ann Neumann

Faculty Members supporting House Bill 2393:

Aerald W. Whick

Ray S. Squire

Jay Green

Jorane Green

Dr. Henry Lewis

Sharon Amos

Warren T. Kitzman

Dwayne Eckhoff

Letta Pettibone

Suzanne Lowe

Jean Turner

Jurman Mad

Glen Trent

Wendy Hulse

Bette Brubaker

~~Wendy Hulse~~

Chelli Culp

James

John P. Ryan

Ray Hays

Frank Howard

Dale L. Hester

Primo A. Lewis

Gene Dr. Saurin

Smith A. Smith

Gerald R. Hodgson

Valdema C. Wain

Anita Reach

Helen Butler

Jamie Ward

Pat Luwron

Jo Hodge

Marian Zilnick

Sumitra Rattan

Robb Stenteb

Ray Sanders

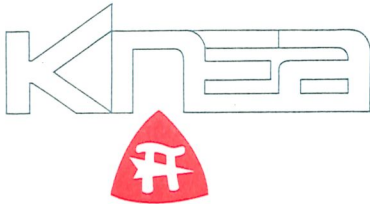
ATTACHMENT 3

3-5-85

House Education Committee

Craig Grant Testimony Before The
House Education Committee

March 5, 1985



Thank you, Mr. Chairman. Members of the committee, my name is Craig Grant and I represent Kansas-NEA. I appreciate the opportunity to speak with you about HB 2393.

A statute has existed which governs the negotiation process between school boards and teachers since 1970. There has been one major change which provided for certain impasse procedures if no agreement can be reached. However, the one item that has been missing for the entire time the law has been in effect is the equity and balance which is needed so that both parties negotiate in good faith. In a vast majority of situations, districts and teachers reach agreement on terms and conditions of employment without a great many problems. A few districts have problems from time to time and need assistance through a mediator or fact-finder to reach agreement. Unfortunately there are others who have real problems gaining that mutual respect or mutual understanding in order to resolve disputes. Negotiations should be a problem solving mechanism designed to deal with the real concerns of the parties. That mechanism breaks down when all the pressure is on one party and the other party can "go through the motions" and issue a unilateral contract at the conclusion of the process. We must work to find a way to end the unilateral contract as the final resolution to an impasse situation.

Kansas-NEA is not advocating a new procedure which would be added to the process in existence presently. HB 2393 would continue to have the

continued

Craig Grant Testimony Before House Education Committee, 3/5/85, page two

mediation process which has been found to help districts settle conflicts; it would also continue with the fact-finding process. The change would be that if the process does not produce an agreement, the fact-finding board's recommendation shall be the agreement between the two parties. This would eliminate the unilateral contract which can and does cause such a problem in local areas which cannot reach agreement.

Some would say that we need no change because so few districts issue unilateral contracts. I would submit to you, however, that in the six districts which issued unilateral contracts (covering over 2000 teachers), that it was and still is a significant problem which needs to be dealt with by the legislature. We will have testimony following my discussion about the problems which existed in three of those locals. I believe that if you talk to other districts who settled, that some of them would indicate that the teachers reluctantly settled rather than going through the unilateral contract process.

Some might say that it is the teachers who have caused the problems with their excessive demands. These situations will certainly be solved with the fact-finding process. I believe that the fact-finders appointed thus far have been fair and impartial. Their recommendations have not been one-sided. Recommendations would not have caused local tax increases because fact-finders have stressed "ability to pay" in all their decisions.

Kansas-NEA believes that it is time for a change. The frustrations which have surrounded the negotiations statute need to be eliminated. We would ask that HB 2393 be reported favorably for passage.

Thank you, Mr. Chairman and Members of the Committee, for listening to the concerns of teachers.

REPORT OF THE FACT-FINDER

*P. H. ...
P. H. ...*

1. In 1971 the K.N.E.A. bargaining unit was formed at this college.

2. In 1980 the bargaining unit and the Board went to impasse but the issues were resolved prior to fact-finding.

3. Under Continuing Contract Law of Kansas, the parties herein are operating under the master contract effective July 1, 1982 through June 30, 1984.

4. Professional negotiations between the Board and Faculty were held in 1984 on February 10th, 15th, and 29th, March 7th, 22nd, 28th, April 4th, 11th, 18th, May 16th, 23rd, and 30th.

5. In May 1984 the Faculty turned down the Board offer, and in September 1984 the Faculty turned down the Board's final offer and subsequently an impasse was declared.

6. In September 1984 Buford Thompson, a mediator, met with the professional negotiation team and George Maier, Jr., Attorney at Law, with no agreement being had.

7. In October 1984 the professional negotiation team, along with George Maier, Jr., Attorney at Law, met with Jerry Powell, Labor and Employment Standards Administrator, Public Employee Relations Section, to discuss issues at impasse.

8. Issues remaining at impasse were that of salary increase and an additional step, that being Step 17, being added to the Faculty salary schedule.

9. On December 17, 1984 George Maier, Jr., Attorney at Law, representing the Board of Trustees, Marc Des Lauriers,

Ph. D., representing the Faculty, and members of the professional negotiation team, John Stocksen, Ro Flanagan, Thomas W. Flannigan, Evelyn Huffman, Pat Lawson, and Marlin Cooper met with William K. Rork, fact-finder herein.

10. After about three hours of discussion the fact-finding was convened and the report of the fact-finder was requested to be withheld pending further offers and acceptance of the Board proposal to have Faculty accept a 9.2 percent across the board increase on the salary schedule in effect.

11. On or about January 15, 1985 this fact-finder was advised by representatives of the Board and Faculty that no agreement could be reached on an across the board increase and therefore, a fact-finding report was requested.

12. The fact-finding report requested deals solely with Faculty salary increase and the addition of Step 17 to the salary schedule.

13. While the salary schedule has six different classes relative to discussions herein, it will concern a base salary starting with Class II, Masters Degree, due to the fact that there are very few, if any, Faculty at Class I.

14. The Board's final offer is to increase Step 2 from a base of \$15,840. to an increase of \$16,900. The Faculty's final offer is to keep the salary schedule and bases effective for the school year of 1983 in force from August 15, 1984 through November 15, 1984 with a proposed salary schedule effective November 16, 1984 setting the base for Step 2 to \$17,200.

15. The effect of the Faculty proposal by bifurcating the same increases the base for each of the Steps, but utilizes the same dollar monies available, that being the addition of a Step, Step 17.

16. The Board's proposal does not add an additional Step, but each Faculty member on their respective Step would have a salary increase the same as the increase for the base salary. For example, if the base salary goes up six percent, then the Faculty member on their respective Step would also go up six percent.

17. The Board states that the increase of the base of \$16,900 will give increase to the parties on the salary schedule index from a 6.7 percent to a high of 11.02 percent with an overall board increase of approximately 9.2 percent.

18. The Board objects to the splitting up of the salary increase because the effect of increasing the base due to the splitting up would force the Board to offer smaller amounts for raises for the next contract period. Under either proposal the same dollar amounts, that being approximately \$194,000., are involved with neither proposal, including additional funds.

19. The salary schedule in existence and as proposed by both parties utilizes experience for the steps up and down and compensates for education on the steps from left to right.

20. In 1981 the Board utilized what has been referred to as the Hammons's Study for comparison and consideration of salaries of the Administration. Further, a study was done

for comparison of various institutions for comparison and utilization of increases for staff. Faculty maintains that the Board has not studied the salaries of the Faculty in the same light as they have for the Administration and staff.

21. The Board indicates that they have made comparisons of salary schedules of different institutions other than Kansas City Kansas Community College, and that the only salary schedule they found higher than that of this college is Johnson County.

22. The Faculty feels that equity requires equal treatment in the area of salary comparability for Faculty such as was had with Administration and staff.

23. Faculty further states that 1983 was the only year their salary raises equalled the cost of living increase for the Kansas City area, and that K.C.K.C.C. has, and has always had the ability to pay increased Faculty salary requests. The ability to pay is based on the college not charging the maximum allowable tuition and not utilizing an increase meal levy.

24. The Faculty feels they are not in parity with other institutions or within parity with K.C.K.C.C.

25. Faculty states that by using available up-to-date information from three of the same colleges as the Hammon's Study, along with a local comparison, that their base salary as well as top salary, is the lowest thereof. The Faculty further states that in comparison with ten neighboring districts, K through 12, the base salary at K.C.K.C.C. ranks eleventh, with the top salary ranking sixth, and all salaries

requiring a lesser degree for the top salary than in K.C.K.C.C. except for one district whose top salary is \$3,859. above K.C.K.C.C.

26. With respect to lack of parity within K.C.K.C.C., Faculty maintains that within the last ten years the general operating fund has increased 250 percent, the CPI has increased 125 percent, yet the base salary at K.C.K.C.C. has increased only 98 percent with the top salary increasing only 80 percent.

27. The following findings are made with respect to the issue of salary increase and the additional Step, Step 17:

- a. The Faculty's proposal would not impose a financial hardship on the Board as it is evident that the "ability to pay" is not an inhibiting factor herein.
- b. The Faculty's proposal is supported by substantial competent comparability data. The Board's argument that the Faculty was over selective is not convincing in light of the fact that there was not offered any alternative comparability data on behalf of the Board, except as previously discussed herein. The claim by the Board that its position herein is competitive may be true, but this does not directly assist the fact-finder in resolving this issue at impasse.
- c. The Board's argument that the Faculty's proposal to splitting up the monies available for increase nine months and three months, would in effect force

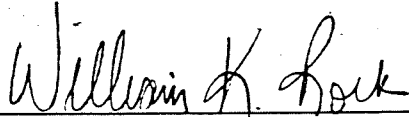
the Board to offer small amounts for raises next year, is unconvincing. The Board knows how much monies are going to be allotted for increase in salaries, that being the total dollar amount that they wish to recommend, and the Faculty's utilization of resourcefulness and ingenuity in application of these total monies available can be had as can be agreed between the Faculty. The division of the total funds available for raises is within the right of the Faculty, such as they agree, to be distributed according to their agreement.

28. The fact-finder recommends that for the purpose of implementation of the total dollars available for distribution for raises to Faculty, that the same be had utilizing the K.C.K.C.C. Faculty Association proposal of the salary schedule bifurcating the same as recommended by Faculty for the schedule effective August 15, 1984 to November 15, 1984, with sixteen steps and the proposal effective November 16, 1984, including seventeen steps, until the expiration of that salary schedule.

RECOMMENDATION OF THE FACT-FINDER

The Fact-Finder recommends:

1. That for the purpose of implementation of the total dollars available for distribution for raises to Faculty, that the same be had utilizing the K.C.K.C.C. Faculty Association proposal of the salary schedule bifurcating the same as recommended by Faculty for the schedule effective August 15, 1984 to November 15, 1984, with sixteen steps and the proposal effective November 16, 1984, including seventeen steps, until the expiration of that salary schedule.



WILLIAM K. RORK
Attorney at Law
Fact-Finder

February 6, 1985



Kansas City Kansas Community College
7250 State Ave. Kansas City, Kansas 66112 (913)334-1100

February 22, 1985

Marc DesLauriers, Chairman
Faculty P. N. Team
Kansas City Kansas Community College

The Board of Trustees submits its final offer for the settlement of the 1984-85 contract dispute. This final offer is as follows:

- 1) All items contained in the 1982-84 Master Contract shall remain the same except as hereinafter specifically amended.
- 2) The salary schedule for the 1984-85 school year shall be as previously presented with a \$16,900.00 base at the Masters level, with the faculty members advancing one step except those on the top step. There will be no additional step added to the salary schedule.
- 3) All items tentatively agreed upon between the Board's representative and the faculty's representatives will be included in the contract.

It should be specifically noted that the final offer is contingent upon the faculty unit's agreement that all terms and conditions of this agreement shall be open for re-negotiation for the 1985-86 school year.

George Maier, Attorney
Board of Trustee's Representative

GM/jt

My name is James Schoonover. I am an instructor of German at the Senior High School in Great Bend. For the past 10 years my wife and I have made a home in Great Bend. Our children include a 10-year old boy and a 4-month old son. I want to speak to you as a teacher, a parent, and as a property tax payer.

Binding fact-finding is needed to affirm Kansas' investments and Kansas' apparent commitment to education. This is a time for fiscal accountability, and financial priority in asking just how important are public schools--the public trust in those who teach and those who administrate.

As the son and son-in-law of business people, I clearly see that school finance and negotiations can either attract or turn away prospective industry. When a new business looks at prospective sites, be assured that the "scout" checks into the school system where the employees' and the bosses' children will attend classes.

The issuance of unilateral contracts, bad-faith bargaining, by either side, the resulting press coverage and lowered morale of staff; all run counter to the progress that statesmen like you work toward.

And how do negotiations affect my own children? First, like their father and his colleagues, the classroom facilities and instructional materials are directly tied to a U.S.D.'s financial priorities. Secondly, my boys' classroom teachers are and will be influenced by the fair-handed, or heavy-handed, outcome of negotiations.

Whether a "questionable" contract settlement happens in Great Bend or in Kiowa, Kansas, the pool of teacher-candidates is influenced by the negative light cast on the teaching profession itself.

As president of the teacher's association, I am speaking on behalf of 250 teachers who clearly feel there is a need for binding fact-finding.

And the patrons of U.S.D.? Significant questions about school system priorities are being raised by community leaders.

One visible sign is the fact that three (3) school board members announced early that they would not seek re-election. Nine (9) responsible people stepped forward to file for those board of education seats.

Presently, Great Bend-NEA is "cautiously optimistic" about our approach to negotiations for this year. Two school board members and the business manager for the district comprise

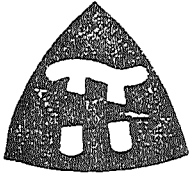
the board of education's team. The concept is called "dialogue." The Liberal U.S.D. calls a similar form "meet and confer." After thousands of dollars in court costs and staff turnovers, Liberal had to look to its U.S.D. priorities. In U.S.D. 428 we are waiting to hear from Secretary Jerry Powell in regard to his decision on two prohibited practices we filed after U.S.D. 428's issuance of unilateral contracts. Like Liberal's past, for too many of our staff it is too late. I personally know of several top-flight math and science teachers and administrators who are looking for jobs elsewhere. And talented high school seniors who would make excellent teacher-candidates readily admit that the pay and petty politics are not for them.

Please ask yourself these three questions:

1. If I were a teacher considering job offers from various schools, would I prefer a unilateral contract in a district that has had two successive years of impasse proceedings?

2. As a bright, young college student, what factors could encourage--or discourage--me from becoming a career teacher?

3. Given the choice to select a new industry location, would a school's teacher-board of education relationship be a significant factor in making my recommendation for a business site?



GREAT BEND NATIONAL EDUCATION ASSOCIATION

Great Bend, Kansas 67530

Fall Breakfast '84

Good Morning. I am pleased to see such a large turnout this morning. I am Jari Marietta, President Elect of GB-NEA. By this time, I would usually be president. However, until we reach a negotiated settlement with the Board, Jim Schoonover is still our GB-NEA president. I am, however, presiding at the breakfast this morning.

I had planned to thank the Chamber of Commerce for sponsoring this breakfast and then say that I hoped this would usher in a more cooperative spirit toward education in our community. Unfortunately, my illusions were rudely shattered yesterday afternoon. As you are aware, last year the GB-NEA and the Board of Education went to factfinding. Both parties prepared and submitted their cases to the factfinder. The factfinder found in the board's favor, and we accepted this as we believe that the factfinding process should provide the final solution in negotiations. This year we again went to factfinding. The factfinder returned a report that he believed was an equitable compromise and in the best interest of education. Once again in the best interest of the Great Bend School System and the community, the teachers are willing to accept the factfinder's report. At a negotiation's meeting at 4:00 yesterday afternoon, the board's negotiators informed us that the board's position on major issues was basically unchanged. We are pleased that the Chamber of Commerce values education enough to organize this breakfast to honor our profession and more importantly our contribution to the young people of our community. It is unfortunate that yesterday's board action has eroded the morale of the teachers. Let it be clear that we as teachers are firmly committed to educational excellence and that we firmly support the laws that provide for the negotiation process.

The infamous speech?

ATTACHMENT 7

House Education Committee

3-5-85

GREAT BEND NATIONAL EDUCATION ASSOCIATION
Great Bend, Kansas

SPECIAL REPORT AND OBSERVATIONS

Clubine and Rettele, Chartered
Certified Public Accountants

GREAT BEND NATIONAL EDUCATION ASSOCIATION
Great Bend, Kansas

CONTENTS

	<u>Page</u>
I. Purpose of Engagement	1
II. List of Resources and Individuals Interviewed	2
III. Review of Significant Accounting and Budgetary Policies	3
IV. Answers to Specific Questions	4 & 5
V. Summary of Financial Information	6 & 7
VI. Summary of Non Financial Information	8 & 9
VII. Summary and Observations	10 & 11

**CLUBINE AND RETTELE, CHARTERED
CERTIFIED PUBLIC ACCOUNTANTS**

415 EAST PRESCOTT, YOUNGER BUILDING — BOX 2190
SALINA, KANSAS 67402-2190

ROBERT I. CLUBINE, C.P.A.
DAVID A. RETTELE, C.P.A.
JAY LANGLEY, C.P.A.

OFFICES IN KANSAS:
SALINA:
Downtown
Tele: 913/825-5479
Younger Building
Tele: 913/827-1188
ELLSWORTH:
Tele: 913/472-3915

To the President and Elected Officials
Great Bend National Education Association
Great Bend, Kansas

PURPOSE OF ENGAGEMENT

We have been engaged by the GB-NEA to examine the financial and budgetary information provided by the Association and the Unified School District No. 428. The association requested our firm to provide observations as to USD #428 financial and budgetary priorities. The purpose for the engagement stemmed from the GB-NEA and USD #428 Board of Education's inability to reach contract settlement on May 31, 1984, at which time a joint declaration of impasse was submitted to the Kansas Department of Human Resources, Labor Relations Section. Issues were not resolved on June 26, 1984, with a federal mediator. On August 2, 1984, a fact-finder was appointed and issued his report on August 16, 1984. Issues at impasse included the following:

1. Merit pay program
2. Salary increases
3. School periods per day
4. School year calendar changes.
5. Leave policy

The issue that GB-NEA requested our firm to focus our observations on was that of salary increases. Currently GB-NEA teachers have signed a unilateral contract for the 84-85 school year. A prehearing conference has been scheduled concerning two prohibitive practices of USD #428 BOE (K.S.A. 72-5430, sub. sec. 5-7). The BOE violations include bad-faith bargaining in regard to ability to pay along with coercing teachers to sign their unilateral contracts.

LIST OF RESOURCES AND INDIVIDUALS INTERVIEWED

In order to understand any observations we make, it would be important to consider the information which was made available to us in order to provide this report.

1. Adopted Budgets as prepared by USD #428 for school years
 - 1984-85
 - 1983-84
 - 1982-83
 - 1981-82
 - 1980-81
2. Financial Statements and Auditors' Reports for years ended
 - June 30, 1983
 - June 30, 1982
 - June 30, 1981
3. Rough draft of Auditors' Report for year ended
 - June 30, 1984
4. Certified Employees Employment Policy 1983-1984
5. GB-NEA's presentation to Mr. David A. Dilts - Fact-finder
6. Fact-finder's report dated August 16, 1984
7. Salary Placement Guide, Great Bend, USD #428 for
 - 1. 1981-1982
 - 2. 1982-1983
 - 3. 1983-1984
8. USD #428's Financial Reports for periods ended
 - 7-25-84
 - 8-25-84
 - 9-25-84
9. USD #428's Budget Report for period ended 10-31-84
10. Detailed list of encumbrances as of 6-30-84
11. Numerous newspaper articles concerning negotiations between the BOE and the GB-NEA
12. Correspondence from both the USD #428 and the GB-NEA
13. Meeting with Dr. Jack Bell, Superintendent, and Mr. John Harris, Ass't. Superintendent/Clerk of the Board on October 31, 1984.
14. Meeting with GB-NEA Official, Mr. Jim Schoonover, on October 31, 1984.

REVIEW OF SIGNIFICANT ACCOUNTING AND BUDGETARY POLICIES

The Great Bend Unified School District #428 maintains its accounting records in accordance with the principals of fund accounting. The records for all the funds are maintained on the cash basis, except that expenditures incurred but not paid and purchase commitments at June 30, are recorded as encumbrances at that date. This method is consistent with Kansas statutes.

The District annually prepares a budget of expenditures as of July 1 for the ensuing twelve-month period. Because of tax distribution dates it is necessary that the Ad Valorem taxes levied finance expenditures for an additional six month period. Therefore, receipts are budgeted to finance the entire eighteen-month period.

ANSWERS TO SPECIFIC QUESTIONS

GB-NEA requested our firm to obtain answers to certain questions.

Question 1. How much are KSAB Dues?

Answer 1983-1984 \$ 4,300.00
 1984-1985 4,716.00

Question 2. How much was spent on attorney fees?

Answer The school attorney is on a retainer of \$1,200 per year with an hourly rate of \$40.00 per hour. Estimated cost for a year without negotiations would be \$4,000. Estimated cost for this year would be \$6,000-\$7,000.

Question 3. What travel expenses are paid by the district for BOE members traveling to convention and/or meetings?

Answer A BOE member receives a \$75.00 per diem plus \$4.25 per meal. The airline ticket for the member is also paid by the district.

Question 4. Can interest earned on capital outlay idle funds be transferred to another fund for the purpose of paying teachers' salaries? How much interest was earned in the Capital Outlay Fund?

Answer Senate Bill 626, Section 6, of the 84 session allows interest earned on idle funds in the Capital Outlay Fund to go directly into the General Fund for this purpose, up to the amount budgeted. This provision was only available for the 1984/1985 school year. Because USD 428 did not make this election on the budget, no amount may be used in the General Fund. \$152,811.00 interest was earned in the Capital Outlay Fund for the year ended June 30, 1984.

Question 5. How much does the district newsletter cost to publish?

Answer The cost per issue is approximately \$619.00. During last year 3 issues were published for a total estimated cost of less than \$2000.00.

Question 6. a) Which fund was the construction cost for the new track paid out of?

Answer b) What was the total cost of the track?
The total cost of the new track was \$142,700 paid out of the Capital Outlay Fund. \$14,200 was encumbered as of 6-30-84.

Question 7. a) Which fund was the new football uniforms paid out of?

Answer b) What was the total cost of the uniforms?
Football pants were purchased at \$55.00 per pair for a total cost of \$1,300.00. This expense was paid $\frac{1}{2}$ out of the Activity Fund (Gate receipts) and $\frac{1}{2}$ out of the General Fund.

Question 8. How much is spent for lunches for "noon committee meeting"?

Answer *John Harris* ~~Jim Schoonover~~ stated that the only thing the district paid for was the coffee at these meetings.

SUMMARY OF FINANCIAL INFORMATION

1. Valuations from 1981/82 to 1984/85 increased \$1,726,000. This is a 1.7% increase.
 2. The operating budget from 1981/82 to 1984/85 increased \$2,802,246. This is a 26.2% increase.
 3. Actual expenditures from 1981/82 to 1983/84 increased \$1,711,462. This is a 17.8% increase.
-

4. Encumbrances at year end from 1981/82 to 1983/84 increased \$391,218. This is a 77.1% increase.
5. A detail of #4 increase is as follows:

General	21,775
Vocational Education	98
Coop Special Education	29,080
Drivers Training	428
Food Service	4,166
Capital Outlay	335,864
Transportation	(548)
Textbook Rental	355

6. Amount and percentage by year that the operating budget exceeds the actual expenditures

<u>Year</u>	<u>Amount</u>	<u>%</u>
1980/81	1,105,442	11.9
1981/82	1,074,219	11.2
1982/83	1,779,375	17.6
1983/84	1,332,885	11.8

7. Projected cost of increase for teachers' salaries at the following percentages (Based on 1983/84 Line item 213)

1.	6.5%	297,153
2.	7.5%	342,869
3.	8.35%	381,728
4.	10.0%	457,159

8. Based on the rough draft of the 1983/84 audit the following figures compare the 1983/84 budgeted teachers' salaries with the actual amount paid, and the corresponding variances.

	<u>Actual</u>	<u>Budgeted</u>	<u>(Over) Under Budget</u>
General Fund	3,688,634	3,761,055	72,421
Vocational Education	196,177	193,929	(2,248)
Coop Special Education	662,640	687,169	24,529
Drivers Training	24,137	28,100	3,963
	<u>4,571,588</u>	<u>4,670,253</u>	<u>98,665</u>

9. Comparing the actual 1983/84 teachers' salaries with the operating budget for 1984/85 results in the following variances.

	<u>Actual 1983/84</u>	<u>Budget 1984/85</u>	<u>(Over) Under Budget</u>
General Fund	3,688,634	4,006,458	317,824
Vocational Fund	196,177	224,269	28,092
Coop Special Education	662,640	775,555	112,915
Drivers Training	24,137	33,500	9,363
	<u>4,571,588</u>	<u>5,039,782</u>	<u>468,194</u>

The above variance represents a 10.24% increase over 1983/84 actual salaries.

SUMMARY OF NON FINANCIAL INFORMATION

One concern of the GB-NEA had to do with the balance of cash funds that were on hand at the year end, which the association felt was excessive. In order to evaluate this amount, one must understand that several unique conditions affect this school district. The major reason most school districts maintain a large fund balance is because of the tax distribution dates which makes it necessary to retain sufficient funds to finance an extra six months expenditures.

~~This district allows employees 10 days loss of time each year for personal illness or illness of a member of the immediate family. Employees are permitted to accumulate time benefits to 130 days. No provision has been made in the financial statements for accumulated cost of compensated absences. On page 13 of the fact-finders report, calculations have been presented reflecting that as of July 1, 1983, \$738,943.33 was an estimated potential liability at that time. Each year after that \$121,515.74 of potential liability is added to that figure. However, it would be very unlikely that this liability would ever become entirely due in one year.~~

The situation of asbestos existing within the school buildings must some time in the future be faced. At the present time, it has been estimated that to remove the asbestos in the buildings at this time would cost an estimated \$700,000. The district has been in the process of encapsulating the ceilings with Environmental Protection Agency (EPA) approved paint. The cost of doing this has been approximately \$3,000. Depending on the results of this process and/or future regulations of the E.P.A., this could be a future liability the school district should plan for.

As with any school district, potential problems with building and the maintenance of those buildings is always something that has to be of concern. During the interview with Dr. Jack Bell and Mr. John Harris, concern was expressed as to future problems that could be foreseen with the plumbing of the school district's buildings and the potential for major repairs requiring considerable funds.

Approval has been given for a committee to start researching a plan to construct a new field house which would include a swimming pool, two basketball courts, a weight room and a locker room. The plan calls for this to be constructed next to the current field house. This project is estimated to cost approximately one million dollars. The final decisions as to how this project will be funded has not been decided. Possible funding solutions include payment out of capital outlay fund, issuance of bonds, or a lease purchase agreement. At the time this report was issued, no decision as to funding the project had been made.

It became apparent during our conversations with the district administrators that it was their feeling that the USD 428 school system was over-staffed with teachers. It was their estimate that there was an excess of 16 teachers in the district beyond the number needed to effectively teach the number of students presently enrolled. At an annual salary of \$22,000 per year, this would amount to \$352,000 of excess salaries that could be saved.* The comment was made that retraining was needed by some teachers to avoid over-staffing in certain areas of low student enrollment.

* John Harris

SUMMARY AND OBSERVATIONS

It is apparent that there exists a tense and unproductive attitude between the GB-NEA and the USD #428 BOE. The question of "ability to pay" versus "willingness to pay" seems to obviously be connected. There exists resentment between the two sides as to priorities, and comments which have been made concerning salary negotiations. There are several reasons why the BOE might feel the need to be conservative in respect to these negotiations as stated previously. However, in light of the following facts:

1. Only a small percentage of the potential liability of personal leave compensation is likely to become payable in any one year.
2. The BOE feels that it has satisfied the EPA requirements at the present time.
3. Major repairs to the existing buildings seem to be sufficiently funded based on the June 30, 1984 unencumbered balance of \$1,713,590.00. (per audit report). The balance of the fund as of 9-25-84, still remained at \$1,123,874.33. The average yearly expenditures for this fund for the last four years was \$646,636.38. Yearly revenues for this fund averaged \$619,087.37 for the last four years. Based on these averages, there conceivably exists a reserve in this fund of over one million dollars. These facts coupled with the information on the proposed construction of a new field house indicates that the BOE feels secure in the reserves of the capital outlay fund to satisfy any potential repairs in the foreseeable future.

Two facts stand out strongly as we reviewed the financial information of the district.

1. Encumbrances at the year end 6/30/84 had increased \$391,218.00 in three years, representing a 77.1% increase.
2. The budget for 1984/85 was prepared with an increase of 10.24% over 1983/84 actual teachers salaries. This percentage is considerably more than set forth in the 83/84 salary placement guide.

Comments made during our interview with the district administrators reflected the following:

1. The BOE wanted informal negotiations with the GB-NEA and was not pleased with the way the formal negotiations had gone this year.
2. Comments made by the GB-NEA officials were upsetting to the BOE and had a definite major influence on their negotiation decisions.
3. Next years negotiations were predicted to be very difficult.
4. Statements were made that had negotiations gone smoother this year and if certain comments had not been made by the GB-NEA officials, the BOE would have been more willing to try to reallocate the funds needed for a higher salary increase.

In conclusion, based on the observation as set forth in this report, coupled with the fact that the Kansas Statutes did provide an option of transferring interest earned from the capital outlay fund to pay teachers salaries, which was not done, indicates an ability to pay additional salary increases. We would strongly recommend that both sides reevaluate their methods of negotiations and attempt to establish better communication as to the teachers needs and the district's ability to pay. It is also recommended that the BOE and the GB-NEA study and evaluate the problem, if there is one, of overstaffing of teachers in certain areas of the educational system. The question of retraining and/or additional education of certain positions should be discussed and evaluated.

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Great Bend, Kansas

67530



ROBERT D. HILGENDORF
PRESIDENT AND
GENERAL MANAGER

TO WHOM IT MAY CONCERN:

This is simply to state, to the best of my recollection, what school board member, Tom Thole told KVGB Radio during an interview on September fourth.

Mr. Thole indicated there was no money available for more than a 7 1/2% teacher pay raise. He said the trouble with the teacher demands is they're based on incorrect figures.

J.R. Carr

J.R. Carr
News Director
KVGB Radio

Received November 30, 1984
James J. Haner
GB-NEA President

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FORWARD ELECTRONICS, WAUSAU, WI
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ATTACHMENT 9

3-5-85
House Education Committee

My name is Curtis Barnhill and I am the Negotiator and immediate Past-President of NEA-TOPEKA. Since 1978 my association and the teachers we represent have received three unilateral contracts. In each of these cases, the fact-finders' report was substantially ignored by the USD 501 BOE. In each case NEA-TOPEKA accepted all of each of the three reports; even the sections that we "lost". I would like to present to you two compelling reasons why the passage of HB 2393 would be beneficial to all parties and the state as a whole.

I can personally attest that receiving a "unilateral" is a very dispairing situation. Through converstions with scores of teachers^{I know that} that dispair is a common feeling. The source of that dispair is that a "unilateral" violates the commonly held American concept of Justice and Fair Play. In almost all other disputes, the parties present their cases to an independent, neutral third-party. The finding of that third-party is then binding on both parties. Only in the system for resolving negotiations impasses in Kansas can one party ignore the findings and impose its own will on the other party. The^{Process} actually seems to encourage this practice. This is contrary to our sense of justice. Because in an "unilateral" the BOE ignores the finding of a neutral third-party, this leads to the perception by teachers and the public in general that the BOE essentially^{is} unfair, arbitrary, and dictatorial. That perception leads to a general loss of confidence in the BOE and the system as a whole. HB 2393 would end such perceptions.

Because teachers know that even if a fact-finder issues a report wholly or even partly in their favor that a "unilateral" is likely to follow, their only option is to take their "case to the public". Through public pressure on the BOE, it is hoped that the BOE will either accept the fact-finder's report or negotiate in good faith with its teachers. This then is an escalation of the conflict. I wish to stress to you that we do not willingly use this option, but that taking "our case to the public" is our only chance at making the system work at all. Passage of HB2393 would benefit the District, the community, and the teachers by reducing the

- OVER -

ATTACHMENT 10

3-5-85
House Education Committee

tensions now associated with impasse.

I therefore respectfully urge passage of HB 2393.

A handwritten signature in cursive script, appearing to read "Curtis G. Barnhill".

Curtis G. Barnhill
March 5, 1985

Judy Henderson Testimony
Before the House Education
Committee, March 5, 1985

My name is Judy Henderson and I teach French at Lawrence High School. I am here today to tell you about the events that led to the first unilateral contract issued by my school board. I am speaking in favor of House Bill 2393.

The Lawrence Education Association and USD 497 have had a good history of successful negotiations until 1984. We have had some rough times, but when the moment came to agree on a contract, the two teams came through, often at the eleventh hour. The teachers have felt for many years that our school budget could finance better increases for teachers in salaries and fringe benefits but year after year, the teachers settled for less because we did not want to go to impasse. Tension had been building up over the years and finally, last spring the LEA and USD 497 were unable to finalize a contract acceptable to both. Impasse was declared and the long process began. The fact-finding hearings were held October 2, 3, and 9, and unilateral contracts were issued around October 20. Almost five months had been spent gathering evidence to support the statements made. The success record for Lawrence had been broken.

Many teachers are not very happy now in Lawrence. Some of us feel the deck was stacked against us from the beginning of the impasse procedure. Teachers worked very hard preparing exhibits that supported our case. I know because I was one of a dedicated handful who poured through records, budgets and statistics. After

the smoke had cleared, the School Board issued unilateral contracts. The Board ignored the fact-finder's recommendation on three of the six items in dispute. Needless to say, those three items supported the teachers' viewpoint. The item that hurt most was the one connected with a concept that has been dear to Lawrence teachers for the past ten years. It is known as the "fall adjustment," and, in simple terms, was a provision in the contract that assured that funds for teachers negotiated in the spring would actually be paid to returning teachers in the fall. The fact-finder agreed with this concept and stated so quite clearly but the School Board had decided to abandon it long before the fact-finder's report was issued. In fact, in previous years, a warning had been given to the effect that if impasse were declared, the fall adjustment would definitely be in jeopardy. Some teachers feel that going to impasse finally gave the School Board a chance to do away with it.

On July 2, the School Board President was quoted in the Lawrence Journal-World, stating, "As I understand negotiations, our final offer is our final offer." The Board didn't really care what the fact-finder had to say because they had already made up their minds. No law said they had to consider the fact-finder's recommendations and I don't believe they did. The fact-finder also stated that the Board could afford to add a ten dollar increase on the annuity option but the Board didn't do that either.

I believe Kansas needs House Bill 2393. There are absolutely no guarantees that fact-finders' reports will be in favor of teachers but teachers believe in fairness. We try to teach fairness in the classroom and we try to be a good example of fairness ourselves.

When two sides are trying to reach an agreement and are unable to do so, the most logical solution is for a third party to weigh the evidence and make an objective decision that both disputing parties must agree to. The courts do this for us in civil matters, in disputes between neighbors, for example. The court is an objective third party that has no biases nor self-serving interests in the dispute.

I hope the members of this committee value fairness as much as I do. I urge your support for House Bill 2393. Thank you.

Mr. Chairman, members of the Committee, my name is Les Kuhns. I am a teacher in USD 501 and President of NEA-Topeka. Thank you for the opportunity to speak to you once again about the matter of broken negotiations. This is not the first time I have appeared here to discuss this issue. I would like very much for it to be the last.

Since the current law providing for advisory factfinding was passed a few years ago, the teachers, patrons, School Board, and children of USD 501 have suffered through 3 unilateral contracts. That is a sorry record. In each case where a unilateral contract was offered, NEA-Topeka announced publicly, before the fact, that it would accept the report of the factfinders as a basis to resolve the impasse. In each case the Board rejected the factfinding report in favor of its predetermined positions. Instead of issuing its "last best offer" in a unilateral contract, the Board chose to go even further to beat down teacher morale. Not only did the Board remain unresponsive to the neutral third-party recommendations, it ~~deleted~~ many long-standing contract articles rather than implement the revisions it had sought. Even worse, the Board eliminated a number of contract articles which had not been noticed by either party for revision. This punishment was meted out because we chose to use the legally constituted provisions for settling a contract dispute.

It's bad enough when the negotiations process drags on for 10 months, when teachers begin the new year without a contract. It becomes even worse when the process is futile. As resigned as they are to how the game is played, to knowing that they will lose in the end, our teachers have continued to put their faith in the law. They have stayed in their classrooms and done the best job that they could. But when the prospect of a unilateral contract finally becomes a reality, it's like being kicked in the stomach. It doesn't become any easier with practice. It hurts just as much the third time as it did the first. Teachers called me this year in tears because of the financial stress that they would suffer by not signing away their rights in the unilateral contract. The timing of the unilateral this year was such that Christmas wasn't very joyful in many teacher households. Many of those teachers who did sign the unilateral contract in time to get a raise before Christmas felt like traitors. One of them called me to give a formal statement to the effect that she was a coward for signing but because her baby was due at any time she had no choice. Another called crying because her husband had been unemployed for nearly a year and the family needed the money yet she couldn't bring herself to sign the thing. It doesn't take much analysis to understand that teachers who feel abused and trapped, who think of themselves as cowards, are not doing the kind of job in the classroom that they would be doing under better circumstances.

It does not help that the current law is working in most cases. It is no comfort to know that only a handful of other districts suffered the way we suffered. We are not statistics, we are people. While most of the districts in the State are able to reach agreements without difficulty, we are suffering. We reject the statistical analysis which says the law is working. We know it is flawed. The law assumes that both parties are reasonable, that both parties understand compromise. Those assumptions are not always true. Those assumptions are not the basis for other law and should not be the basis for this one. One does not decline to pass a law against murder because only a small percentage of the population is murdered each year. I hope you will not continue to apply this faulty statistical logic to the negotiations law. Teacher morale, and effectiveness, is being strangled, and the fact that it only happens in a few districts each year doesn't make it any less sinister. At a time when nearly everyone recognizes the need to improve the quality of education, we labor under the dictates of a law which encourages teachers to do merely what is required. We have been trying to give all we have to our students. But each time we have another unilateral contract inflicted on us, we have less to give.

If we take an unreasonable demand to factfinding, the factfinders will tell us. That's one thing and we're willing to live with that. But when we take a reasonable demand to factfinding, get a recommendation supporting it, and still have it rejected, that is something altogether different. It is fundamentally unfair. We have tried to work with this law for several years now and the facts are clear. When two reasonable parties sit down to negotiate a contract, the law is fine. But when one of the parties is unreasonable, the law is crippled. I urge you to report HB 2393 favorably. The changes it provides will have no impact on those districts where two reasonable parties sit down to solve problems. It will have a dramatic impact in those few districts where negotiation has been supplanted by a power struggle which injures the credibility of the Board, the faith of the patrons in their school system, the morale of the teachers, and most important, the education of the students.

Thank you.

KANSAS
ASSOCIATION



OF
SCHOOL
BOARDS



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

Testimony on H.B. 2393
before the
House Education Committee
by
John W. Koepke, Executive Director
Kansas Association of School Boards

March 5, 1985

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.

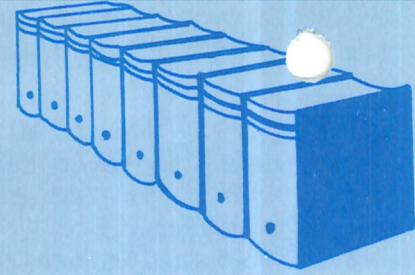
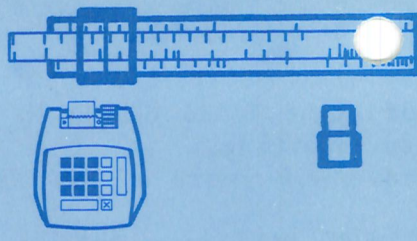
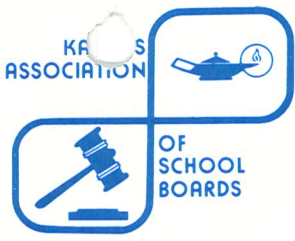
We have no new arguments to offer on this issue this year. Our members continue to believe that such legislation strikes at the heart of the philosophy of representative government. We believe that those decisions relative to the operation of the public schools should be made by the elected representatives 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. 2393, the patrons of a school district would be bound to financially support a contract imposed by arbitrators who have no responsibility to those patrons.

ATTACHMENT 13

3-5-85
House Education Committee

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.

I have attached to my testimony 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. 2393. We appreciate the opportunity to present our members views and I would be happy to attempt to answer any questions.



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

RESEARCH BULLETIN

January, 1985

No. 7-I

THE 1984-85 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 1984-85 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 1985-86 negotiating now in progress.

The report is published in four parts to satisfy the varying depths of interest of readers. The first part (7-I) is a summary of conclusions from the data reported; the second (7-II) is a comparison of salary schedule data for six years, 1978-1979 through 1984-85; the third (7-III) is a discussion of data on other terms and conditions of employment, both negotiable and non-negotiable; and the fourth (7-IV), a compilation of 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 over 40 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 1984-85 DATA

1. Response to the 1984-85 survey on the practice of board-teacher negotiating was over 99%, two districts have not settled negotiations to date.
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 87% of the school districts, boards have granted FORMAL RECOGNITION of the teachers for the purpose of NEGOTIATIONS, but only three districts have BINDING ARBITRATION OF IMPASSE.
5. Teachers have SUBMITTED A LIST OF ITEMS TO BE NEGOTIATED in 82% of all districts and in 94% of those districts where boards have granted recognition.
6. Slightly over 40% 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 (\$526,893.00). The average district cost was \$2,082.00 for the 253 districts reporting a cost.
8. Eighty-six percent of the boards REACHED AN AGREEMENT with the teachers by the end of June, seven percent less than last year at the same time.
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 44 (14.5%) school districts; 15 (5%) districts were involved in fact-finding, and six unilateral board decisions were made.
12. SALARY SCHEDULE DATA is summarized on page one of Part II of this bulletin.

13. Boards allow up to a median of eight YEARS CREDIT ON THE SALARY SCHEDULE to newly employed teachers in 166 districts reporting.

14. In 267 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 25 minutes a day for elementary teachers, 30 for secondary teachers. Most districts provided duty-free lunch periods for teachers. Two-thirds did not employ AIDES TO SUPERVISE THE LUNCH-ROOM. 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 200 minutes per week; for SECONDARY TEACHERS, 275 minutes per week.

18. Slightly more than 25% of the districts did not use SUPPLEMENTAL CONTRACTS for activity coaching. This salary is reported in a separate KASB research study.

19. Over 80% of the districts had GRIEVANCE PROCEDURES; 71% negotiated them. 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 less than 26% of the districts allowed EVALUATION AS A BASIS FOR FORMAL GRIEVANCE, but less than six 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 did not involve the association/union in planning CURRICULUM, ASSIGNMENT/TRANSFER, VACANCY NOTICE, SCHOOL CALENDAR, or CLASS SIZE PAY, but that should not be construed as not involving the teachers in other ways. STAFF REDUCTION and RECALL continued to increase as a negotiated item.

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 (88%), FREE USE OF SCHOOL MAIL BOXES (90%), DUES DEDUCTION (80%), USE OF SCHOOL MACHINES (83%), and USE OF SCHOOL BULLETIN BOARDS (87%). Those privileges least often granted were UNION ACCESS DURING THE SCHOOL DAY (22%), ASSOCIATION/UNION LEAVE (30%), OFFICE SPACE PROVIDED (2%), and POSTAGE PAID by the district (4%).

24. A FRINGE BENEFIT POOL (an amount of money from which the teacher may select certain fringe benefits) was provided by 92% of the districts. The median ANNUAL AMOUNT PAID by the board was \$1,220.00, a 13% increase over last year. Benefits included in the pool for over half the districts were HEALTH/MEDICAL INSURANCE and ANNUITIES. CASH OPTION increased measurably this year.

25. SICK LEAVE was granted by 98% 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 108 districts (36%). A SICK LEAVE BANK was reported by only 77 districts (25%).

26. PERSONAL LEAVE was granted by 78% of the districts. The median number of days was two days per year. Only 17% of the districts reported a MAXIMUM ACCUMULATION of personal leave.

27. About 84% 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 49% 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 \$7.00.

29. The median PAY FOR SUBSTITUTES was \$42.75 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.



SEVEN YEAR SUMMARY OF IMPASSE PROCEEDINGS, 1978-1984
Gordon Nelson, KASB Research Director

	<u>1978</u>	<u>1979</u>	<u>1980</u>	<u>1981</u>	<u>1982</u>	<u>1983</u>	<u>1984</u>
1. Impasse requested	30	27	19	52	33	38	44
2. Settled w/o mediation		7	2	21	4	10	6
3. Mediation succeeded	15	11	14	22	24	17	23
4. Mediation failed Fact-finding requested	15	9	3	9	7	11	15
5. Settled w/o fact-finding							2
6. Fact-finding succeeded	4	6	1	5	3	7	2
7. Settled, other than fact-finding report						1	4
8. Fact-finding failed, Board unilateral decision	11	3*	2	4	2	3	6
9. Fact-finding still in progress							1#

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

USD 440, board to act on 3-4-85.

Official publication of the Kansas-National Education Association

February, 1985

As I See It

by Bruce Goeden
K-NEA Executive Director

The time to implement a fair and equitable procedure to resolve bargaining impasse disputes arrived long ago.

Our current procedures of mediation and factfinding only provide a long and involved process that few local association bargaining teams are willing to endure. This is particularly true when boards of education can issue a set of unilateral policies upon completion of the process.

This final end to the process was completed in more locals this year than in any past year. Local associations in Olpe, Erie, Lawrence, Cedarvale, Great Bend and Topeka all ended their efforts after full utilization of the law and received unilateral contracts. There is no fair and equitable resolution when one of the parties to the dispute imposes a final decision.

Statewide legislative support is not strong on the side favoring a change in the process. We are told there is no reason to change the statutes to allow for the few boards that will not enter into bargaining, or proceed through bargaining, or complete bargaining in a good faith effort to reach agreement. We are told that binding arbitration of bargaining disputes would punish those boards that bargain in good faith.

These statements and attitudes ig-

nore the increased probability that both parties will bargain in good faith and make every attempt to reach an agreement rather than rely on binding decision-making by a third party.

The entire democratic process has been developed allowing a third party authority to make binding decisions. Checks and balances in the government have long been traditional.

In negotiations, courts could provide the ultimate third-party decision-making. An arbitrator could expedite the process with a more knowledgeable person making the decision.

Utilizing the fact-finder or factfinding panel for the purpose of making the final decision would expedite the process even more. Educators, boards and legislators are already comfortable with the factfinding process. Altering the law to provide for a binding factfinder's report would be simple and certainly should be non-threatening to all parties. Even so, there is no way to account for some legislators' and most boards' reluctance to accept a binding resolution to the negotiations process.

I believe it is now imperative to have every Kansas-NEA member contact his or her state legislators at their homes and at their offices in Topeka with the message that a change in

the process must be made now.

Arbitration, whether an added process or done through making the factfinder's recommendations binding is not a panacea for educators. These decisions may well not cause agreements entirely satisfactory to either the employees or employers. However, the decisions can and will cause a good faith attempt to be made in reaching a joint agreement in many situations.

We have at least two methods to articulate the need for change. The first is to have every member make the individual commitment to contact their legislator no less than 10 times in support of a fair and equitable resolution procedure. The second is for every bargaining team and local association to resolve to fully utilize the current law to its final conclusion—unilateral policy decisions by boards.

The first of these is obviously much simpler and more straightforward in its approach. The second, if necessary, will be more difficult, time-consuming and emotionally-draining to every member.

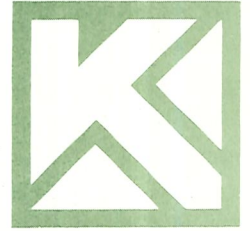
I ask you to make an immediate and dedicated commitment to make weekly contact with your senator and representative, beginning today.

We must all act now.

LEGISLATIVE TESTIMONY

Kansas Chamber of Commerce and Industry

500 First National Tower One Townsite Plaza Topeka, KS 66603-3460 (913) 357-6321



A consolidation of the
Kansas State Chamber
of Commerce,
Associated Industries
of Kansas,
Kansas Retail Council

HB 2393

March 5, 1985

KANSAS CHAMBER OF COMMERCE AND INDUSTRY

Testimony Before the HOUSE EDUCATION COMMITTEE

Mr. Chairman and Members of the Committee:

I am Jim Edwards, Director of Public Affairs for the Kansas Chamber of Commerce and Industry. I appreciate the opportunity to appear before you today to express our organizations' opposition to HB 2393, the bill which would require binding arbitration in teacher union/school board salary negotiations.

The Kansas Chamber of Commerce and Industry (KCCI) 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.

KCCI is comprised of more than 3,000 businesses plus 215 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 KCCI's members having less than 25 employees, and 86% having less than 100 employees.

The KCCI 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.

When elections are held for school board members, district patrons cast their ballots for individuals who will be held ultimately responsible for the policy

decisions of that district. In addition, they also have the authority to establish budgets, within state guidelines, for that district. They have been elected by the districts' voters and will be held accountable by those same voters. This accountability is the same you experience in your legislative position.

Should this issue pass, it would remove the authority to make decisions that school board members will be held accountable for. Not only is this an unfair position for the board members to be put in, but the local voters will not be represented in the proceedings. I believe that in early colonial times this was referred to as "taxation without representation."

If our system of representative government is to work, you must allow those who will be held accountable to have the final say in local budget matters. To do this you must oppose HB 2393 and so would encourage you to do so.

Thank you for the opportunity to appear before you today and I will be happy to answer any questions you may have.