

MINUTES OF THE HOUSE COMMITTEE ON EDUCATION

The meeting was called to order by Chairman Denise Apt at
Chairperson

3:30 ~~xxx~~/p.m. on February 3, 1988 in room 519-S of the Capitol.

All members were present except:

Representative Jim Lowther, Excused
Representative R. D. Miller, Excused
Representative Alfred Ramirez, Excused

Committee staff present:

Avis Swartzman, Revisor of Statutes' Office
Ben Barrett, Legislative Research
Thelma Canaday, Secretary to the Committee

Conferees appearing before the committee:

Representative Hensley
Craig Grant, Kansas National Education Association
Gerald Henderson, United School Administrators
Richard Funk, Kansas Association of School Boards

Chairman Apt called the meeting to order and opened hearings on H.B. 2701.

Representative Hensley called attention to the words **transfer procedures** on page 3 of the bill and stated the intent of the bill was to add this item to the list of negotiable items. Representative Hensley urged a favorable vote on H.B. 2701.

Craig Grant testified in favor of H.B. 2701 stating that adding transfer procedures to the list of negotiable items would address the one issue with which teachers have voiced the most frustration in the past few years. (Attachment 1)

A discussion period followed Mr. Grant's testimony.

Gerald Henderson spoke in opposition to H.B. 2701. Mr. Henderson stated his organization believes professional negotiations should not extend beyond economic benefits such as salaries, leave and fringe benefits. (Attachment 2)

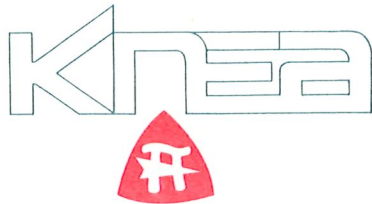
Mr. Henderson responded to questions from the committee.

Richard Funk testified against H.B. 2701 stating this bill is simply an attempt to undermine and rode a board of education's right to operated a district in the manner it sees best. (Attachment 3)

After a period of discussion and questions Chairman Apt declared the hearings on H.B. 2701 closed.

The meeting was adjourned by the chairman at 4:15 p.m.

The next meeting will be Monday, February 8, 1988 in Room 519-S at 3:30 p.m.



Craig Grant Testimony Before The
House Education Committee
Wednesday, February 3, 1988

Madame Chairman, Members of the Committee, my name is Craig Grant and I represent Kansas-NEA. I appreciate this opportunity to visit with the committee on HB 2701.

Kansas-NEA has sought changes in the professional negotiations statute for a number of years. The last major change in that statute took place over ten years ago with the addition of mediation and fact-finding to the process. This change, however, relates to the list of subjects which can be negotiated by the two parties. The list is basically divided into three parts--those topics which must be discussed (often called mandatory topics), those which can be discussed if both sides agree to talk about them (often called permissive topics), and those which cannot be talked about (often called non-negotiable).

We have tried to take items from the permissive list to the mandatory list for a number of years. Our approach had been to try a whole long list of items and hope that one or two would remain. This bill has a new approach and takes the one issue which teachers have voiced the most frustration in the past few years. We believe that this topic, transfer procedures, certainly addresses the terms and conditions of employment which the parties should be able to discuss.

I have attached a copy of a present negotiated contract provision which is in the agreement between the Manhattan teachers and the Board of Education. As you can see by the provisions of this agreement, there is not much within this provision which should scare a board or any administration. I have added the paragraph numbering and underlining for emphasis.

Paragraphs 1 and 2 deal with the subject of voluntary transfers. Those provisions

just ask that the courtesy of a vacancy notice be provided to those who might be interested. That does not seem to be too much for the administration to do. This would at least allow interested teachers to apply.

The underlined portions in paragraphs 4 and 5 deal with transfers which are not voluntary. All the teachers were asking is that involuntary transfers occur only in the case of an emergency or to prevent disruption of the instructional program. The second request is that teachers be notified as soon as possible after such changes are made. All teachers want is that arbitrary and indiscriminate changes in assignment not be made and that if changes have to be made, that the teacher be notified. Not too burdensome a task and not too much to ask if a teacher wants to do a good job. Teachers prepare for a certain grade level or subject and do not want to arrive at school in August and be notified that they have been transferred. That especially is upsetting when the decision was made in early June and not told then.

One might ask why we need a change when we can negotiate this provision and have done so. I can tell you that I looked through the contracts of the largest 20 schools (where the problem might be the greatest) and could find only this example of a transfer procedure. I asked negotiators why and am told that the board indicates that since they do not have to negotiate the topic, they choose not to do so. I ask if the board has seen these "innocuous" proposals and am told that even though the provision is weak, the board refuses to even talk about it because they do not have to by law.

Kansas-NEA is not asking for a great change in the law. The change will not require any board to agree to anything. All we are asking is a chance to sit down and talk about a major concern of our teachers.

The opponents in the past have stated that adding to the list of topics will cause more impasses. I am positive that you will agree that this one topic, transfer procedure, certainly would not by itself keep an agreement from being reached. We do believe that the topic is a proper subject for negotiations.

Kansas-NEA asks that you report HB 2701 favorably for passage. We thank you for listening to the concerns of our 22,000 members.

ARTICLE XVIII
PERSONNEL ASSIGNMENT AND TRANSFER

1. Whenever a vacancy arises, the vacancy shall be posted on the bulletin board of each school building. Posting will be for a period of ten (10) calendar days before the position is filled. All new positions in USD #383 will be accompanied by a job description.

2. During the months of June, July, and August, the vacancies will be posted at the Education Center and will be sent to any employee who so requests and gives to the Personnel Department a stamped self-addressed envelope to be so notified.

3. Teachers shall be assigned by the Superintendent subject to the approval of the Board. No assignments will be made in violation of minimal standards established by the State Board of Education or the Board.

4. In order to insure that students are taught by teachers within their areas of specialization, teachers shall not be assigned, except temporarily and as necessary, to subjects or grade levels or other classes outside the scope of their teaching certificates and/or their major or minor fields of study. The combining of two distinct courses offered during the same class period and taught by the same instructor or the combining of grade levels in the elementary classrooms, shall occur only after consultation between the administration and the teacher involved. An administratively initiated transfer or reassignment will be made only in case of an emergency or to prevent undue disruption of the instructional program.

5. Teachers shall be notified in writing by the end of each school year of their tentative program, including building schedule, hourly subject and/or grade level for the ensuing year, unless such programs have not yet been ascertained. Teachers will be notified and notice will be furnished the teacher as soon as an assignment is made. In addition, teachers will be notified of any changes in their tentative assignments for the ensuing year as soon as such changes are made. No changes shall be made unless deemed necessary by the building administrator or at the teacher's request.



HB 2701

Testimony presented before the House Committee on Education
by Gerald W. Henderson, Executive Director
United School Administrators of Kansas

February 3, 1988

Madam Chairman and Members of the Committee:

Our organization has long held a position in opposition to legislation which would seek to expand the scope of professional negotiations beyond those items specifically defined as economic benefits; i.e. salaries, leave, fringe benefits.

To add transfer procedures to the list of terms and conditions of professional service would in our judgement severely impair the ability of a board and its management team to efficiently and effectively staff the schools of a district. Management of any organization simply must be able to assign staff to positions for which they are qualified.

GWH/ed

*Attachment 2
House Education 2/3/88*

KANSAS
ASSOCIATION



OF
SCHOOL
BOARDS



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

TESTIMONY ON H.B. 2701

by

Richard S. Funk, Assistant Executive Director
Kansas Association of School Boards

February 3, 1988

Madam Chairman and members of the committee, we appreciate the opportunity to appear today on behalf of the 302 members of the Kansas Association of School Boards. KASB opposes the provisions found in H.B. 2701.

This bill, like many others before it, is simply an attempt to undermine and erode a board of education's right to operate a district in the manner it sees best. Without a close examination, transfer procedures may seem harmless. However, there are many factors operating in a school district so that if transfer procedures were mandatorily negotiable, a board may well have its hands tied and not be able to deal with many of those "out of the ordinary circumstances."

We ask you to recommend H.B. 2701 unfavorably for passage. Thank you.

*Attachment 3
House Education 2/3/88*