

MINUTES OF THE HOUSE COMMITTEE ON EDUCATION

The meeting was called to order by Don E. Crumbaker Chairperson at _____

1:00 ~~am~~ p.m. on April 27, 1989 in room 519-S of the Capitol.

All members were present except:

Representatives Hensley, David Miller, R. D. Miller and Williams, 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:

Dr. Jack Skillet, Dean of Education, Emporia State University
Dr. Jim Selby, Superintendent of Schools, USD 417, Council Grove
Mr. Ted Vannocker, Superintendent of Schools, USD 243, Lebo-Waverly

The meeting was called to order by Chairman Crumbaker.

The chairman gave background of HB 2540 and then called on Avis Swartzman to explain the substitute for HB 2540.

Ms. Swartzman gave explanation of the conditions that would apply to agreements made between Emporia State University and school districts for the purpose of jointly and cooperatively performing any of the services, duties, functions, activities, obligations or responsibilities which such university and school districts are authorized by law to perform. (Attachment 1)

Dr. Jack Skillet testified in favor of the substitute for HB 2540. Dr. Skillet said a local board of control is needed to officially sanction the activities that have already been in existence in the agreements between Emporia State University and outlying school districts.

Dr. Jim Selby spoke in favor of the substitute for HB 2540. Dr. Selby said the provisions of this legislation would allow a closer working relationship between the school districts and Emporia University and would benefit the school districts by giving them access to the personnel and facilities of the university.

Mr. Ted Vannocker testified in favor of the substitute for HB 2540. Mr. Vannocker said the provisions of the substitute for HB 2540 would make it easier to do what's best for the students and staff of the school districts involved with agreements with the university at Emporia.

Chairman Crumbaker closed the hearings on the substitute for HB 2540.

The chairman asked the committee if they wished to act on the substitute for HB 2540.

Representative Wiard moved to pass favorably the substitute for HB 2540. The motion was seconded by Representative Harder. Motion carried.

The meeting was adjourned by the chairman at 1:38 p.m.

Substitute for HOUSE BILL NO. 2540

By Committee on Education

AN ACT concerning education; authorizing interlocal cooperation agreements between Emporia state university and school districts; imposing certain conditions and limitations.

Be it enacted by the Legislature of the State of Kansas:

Section 1. (a) Emporia state university may enter into an agreement with one or more school districts for the purpose of jointly and cooperatively performing any of the services, duties, functions, activities, obligations or responsibilities which such university and school districts are authorized by law to perform. Notwithstanding any inconsistent provision of law, the board of education of any school district may enter into such an agreement with Emporia state university. In the event an agreement is entered into under authority of this section, the following conditions shall apply:

(1) The agreement shall be subject to the provisions of the interlocal cooperation act.

(2) The agreement shall provide for the creation of the Flint Hills Educational Research and Development Association.

(3) The agreement shall establish a board of directors which shall be responsible for administering the joint or cooperative undertaking. The board of directors shall be composed of at least one representative of each party to the agreement. Vacancies in the membership of the board of directors shall be filled in the same manner as originally filled within 30 days from the date of the vacancy.

(4) The agreement shall be effective only after approval by the state board of education and the state board of regents.

(5) The agreement shall be subject to change or termination by the legislature.

(6) The duration of the agreement for joint or cooperative action in performing any services, duties, functions, activities,

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obligations or responsibilities, exclusive of the provision of special education services, shall be for a term of at least three years but not exceeding five years.

(7) (A) If the agreement includes within its terms the provision of special education services, the duration of the agreement shall be perpetual unless partially or completely terminated in accordance with this provision.

(B) Partial termination of an agreement for joint or cooperative action in the provision of special education services may be accomplished only upon petition for withdrawal from the agreement by a contracting party to the other contracting party or parties and approval by the state board of education of written consent to the petition by such other party or parties or upon order of the state board of education after appeal to it by a party from denial of consent to a petition for withdrawal and hearing thereon conducted by the state board of education. The state board of education shall consider all the testimony and evidence brought forth at the hearing and issue its order approving or disapproving withdrawal by a party from the agreement.

(C) Complete termination of an agreement for joint or cooperative action in the provision of special education services may be accomplished only upon approval by the state board of education of a joint petition to it for termination of the agreement by all of the contracting parties after adoption of a resolution to that effect by each such party. The state board of education shall consider the petition and approve or disapprove termination of the agreement.

(D) The state board of education shall take such action in approving or disapproving a complete or partial termination of an agreement for the provision of special education services as it deems to be in the best interests of the involved parties and of the state as a whole in the provision of special education services for exceptional children. Whenever the state board of education has disapproved a complete or partial termination of such an agreement, no further action with respect to such

agreement shall be considered or taken by the state board of education for a period of not less than three years.

(8) The agreement shall specify the method or methods to be employed for disposing of property upon partial or complete termination thereof.

(9) Within the limitations provided by law, the agreement may be changed or modified by mutual consent of the contracting parties.

(b) Except as otherwise specifically provided in this subsection, any power or powers, privileges or authority exercised or capable of exercise by Emporia state university or by any school district of this state or by any board of education may be jointly exercised pursuant to the provisions of an agreement entered into under authority of this section. No power or powers, privileges or authority with respect to the levy and collection of taxes, the issuance of bonds, the purposes and provisions of the school district equalization act or title I of public law 874, or the laws providing for the preparation, submission and approval of state educational institution budgets shall be created or effectuated for joint exercise pursuant to the provisions of an agreement entered into under authority of this section.

(c) Expenses incurred by any school district and paid from the general fund for the purpose of financing the joint or cooperative undertaking provided for by an agreement entered into under authority of this section shall be operating expenses.

(d) Upon partial termination of an agreement entered into under authority of this section, the board of directors established under a renegotiated agreement shall be the successor in every respect to the board of directors established under the former agreement.

Sec. 2. This act shall take effect and be in force from and after its publication in the statute book.