

Approved: February 10, 1992
Date

MINUTES OF THE HOUSE COMMITTEE ON EDUCATION.

The meeting was called to order by Chairperson Rick Bowden at 3:30 p.m. on February 5, 1992 in room Room 519-S of the Capitol.

All members were present except:

Committee staff present:

Avis Swartzman, Revisor of Statutes Office
Ben Barrett, Legislative Research
Dale Dennis, State Department of Education
Shirley Wilds, Secretary to the Committee

Conferees appearing before the committee:

Craig Grant, KNEA
Mark Tallman, KASB
Lory Mills, Wineteer Elementary School, Derby KS
Norman D. Wilks, Director of Labor Relations, KASB
Gerry Henderson, Executive Director, USA

The meeting was called to order by Chairperson Rick Bowden.

Hearing on SCR 1620:

Craig Grant. Mr. Grant said SCR 1620 was introduced by the Senate Education Committee at the request of KNEA. He stated this resolution responds to their concerns and asks the committee to act favorably on the measure. See Attachment #1.)

Mark Tallman. Mr. Tallman agrees with Mr. Grant's comments on SCR 1620, adding that with the growth of electronic storage of data, the concerns expressed by the sponsors of this measure are valid. (See Attachment #2.)

Hearing on HB 2443:

Craig Grant. Speaking as proponent on HB 2443, Mr. Grant provided the committee with a list of the present unilateral contracts (See Attachment #3.)

Lory Mills. Ms. Mills is a teacher in the Derby School District and feels the passage of HB 2443 is crucial. She supported her position by relating negotiation issues experienced in Derby with their Board. Ms. Mills stated when tax dollars are spent for a fact-finding hearing, in order to settle a dispute fairly and impartially, it is only right and just to make the decision rendered binding on both parties. She is of the opinion that it would make both parties accountable for the actions taken during the negotiations process. (See Attachment #4.)

Norman D. Wilks. Appearing in opposition to HB 2443, Mr. Wilks said one consistent theme, in terms of the impasse resolution, is that very few districts reach unilateral contracts. He said the vast majority of the districts are able to reach agreement between the boards of education and the teachers' association. He added that only two to four districts annually have resorted to unilateral contracts in the last four years. He urged the committee not to act favorably on this measure. (See Attachment #5.)

CONTINUATION SHEET

MINUTES OF THE HOUSE COMMITTEE ON EDUCATION, Room 519-S Statehouse, at 3:30 p.m. on February 5, 1992.

Gerry Henderson. Mr. Henderson said he agrees with Mr. Wilks and that United School Administrators opposes any attempt to usurp the final responsibility of local boards of education in this process. (See Attachment #6.)

Representative Benlon moved to approve committee minutes for dates January 27, 28, 29, 30 and February 3. Representative Ramirez seconded the motion. Motion carried.

Chairman Bowden announced the progress in the school finance bill preparation. He said the bill and/or draft will possibly be ready by Thursday or Friday of this week, and runs will be available to go along with the bill. So that participants who wish to appear in response to this bill, Chairman Bowden said hearings are now scheduled for February 12 and February 13 at the Expo Centre. The House Education Committee and House Taxation Committee will preside over the proceedings. Chairman Bowden said a tentative time frame is planned for 3:00 to 6:00 p.m., or as is needed. He emphasized the need for the two-day hearing in a larger location so that all who wish to appear before the committee have the opportunity to do so.

Representative Reinhardt announced to the Chairman that he, Representatives Praeger and Lane will report to the committee on language recommendations for SCR 5035, as was discussed in meeting on February 4.

The next scheduled meeting is February 6, 3:30 p.m. in Room 519-S

Upon completion of its business, meeting adjourned at 4:15 p.m.



GUEST LIST

COMMITTEE: House Education

Date: 2/5/92

Name (Please Print)	COMPANY ORGANIZATION	ADDRESS
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Jeff Debrockenred		Topeka, KS
Barbara Cole	KNEA	Topeka
Loyd Mills	KNEA	Mulvane
Tim K. Dwyer	NEAT-CEL	Topeka
Joyce A. Steel	USD 250	Pittsburg
Edward Anderson	NSA of KS	Topeka
Merle Hise	KACC	"
Craig Grant	KWEA	
Kay Cole	KNEA	Topeka
Jay P. Franklin	USD 500	KAN CITY
Denise Axt	USD 500	Topeka
Monty Bertell	KDHR	Topeka
Rhett Elliott	WFT	Wichita
Bill D. Reinhardt	SE Kansas	Chanute
Dawn Nichols	USD 259	Wichita



#1

KANSAS NATIONAL EDUCATION ASSOCIATION / 715 W. 10TH STREET / TOPEKA, KANSAS 66612-1686

Craig Grant Testimony Before The
House Education Committee
Wednesday, February 5, 1992

Thank you, Mr. Chairman. I am Craig Grant and I represent Kansas-NEA. I appreciate this opportunity to visit with the committee on SCR 1620.

SCR 1620 is a resolution introduced by Senate Education Committee at our request. At our State Representative Assembly in 1990, teacher delegates brought an issue to our attention which we had not thought about previously. That issue was the increasing number of personnel evaluations which are being stored on computers in district offices. The concern was who might gain access to those files, especially if they were left unprotected.

The current evaluation law is quite clear when naming the people who have access to evaluation documents. These confidential files have not been a problem in the past; however, the potential for problems was noted and our assembly asked that we bring attention to that potential and request that districts be reminded of their responsibility under the law and take such precautionary measures to protect these confidential files that are kept in electronic media.

SCR 1620 is a response to our concerns and we ask that you act on it favorably. Thank you for listening to our concerns.

Education
Attachment #1
February 5, 1992

KANSAS
ASSOCIATION



OF
SCHOOL
BOARDS



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

Testimony on S.C.R. 1620
before the
House Committee on Education

by

Mark Tallman, Coordinator of Governmental Relations
Kansas Association of School Boards

February 5, 1992

Mr. Chairman and members of the Committee, we appreciate the opportunity to appear before the Committee to express our views on behalf of S.C.R. 1620. With the growth of electronic storage of data of all kinds, we believe the concerns expressed by the sponsors of this measure are valid ones and we would express our support for the efforts embodied in this resolution.

We would note that the Senate approved a one word amendment that we had requested in the resolution. With that change, we would pledge the cooperation of our organization to address the concerns expressed in S.C.R. 1620 and would ask for its favorable passage.

Thank you for your consideration.

Education
Attachment #2
February 5, 1992



KANSAS NATIONAL EDUCATION ASSOCIATION / 715 W. 10TH STREET / TOPEKA, KANSAS 66612-1686

Craig Grant Testimony Before
House Education Committee
Wednesday, February 5, 1992

Thank you, Mr. Chairman. I am Craig Grant and I represent Kansas-NEA. I appreciate this opportunity to visit with the committee in support of HB 2443.

Kansas-NEA has been before this committee on numerous occasions to speak for some type of equitable closure mechanism for our negotiations process. We have tried different methods--tried different approaches. We believe that the method outlined in HB 2443 is the best. That method would have the fact-finder's recommendations binding on both the board of education and the recognized professional employees' organization.

We have appeared before this committee and had the bill introduced this many times because we hear our members' frustration and anger over the lack of what they believe is a good faith effort on behalf of certain boards of education to reach a contract settlement with teachers. The frustrations of unilateral contracts issued by boards have had a chilling effect on the negotiations process and a deteriorating effect on morale.

I have attached a list of locations which have suffered through unilateral contracts. You will notice that there have not been many issued in the last few years. It might be assumed that either both parties are getting along much better in the process or that teachers are just giving in rather than go through the agony--and it is agony--of a unilateral contract. I think both of those assumptions are correct.

*Education
Attachment #3*

2/5/92

We have a teacher here today who has first-hand experience in this process and want to visit with the committee. I hope you will listen to Lory Mills' story. It is hard to devote the time necessary to the many reform changes which must be dealt with when one believes that the administration and/or Board does not deal with the teachers in good faith.

I have a good friend who negotiates for Boards of Education in Iowa. In Iowa, they have binding arbitration. Jim informs me that very, very few contracts are settled by arbitration because both sides put a great deal of effort into reaching settlement before that time. That is what we want--the proper effort by both parties. We believe HB 2443 will create the proper atmosphere for that effort.

I thank you for listening to the concerns of our 24,000 teachers and we ask you to favorably act on HB 2443.

Attach #3-2

TO: KNEA LOBBYING TEAM RV
 UNILATERAL CONTRACTS TO DATE

YEAR	UNIL	NO	NAME	FACTFINDER	# TEACHERS IMPACTED
1986	U	101	ERIE-ST PAUL	SHULENBURGER	98
1984	U	101	ERIE-ST PAUL	LAUBENGAYER	98
1982	U	103	CHEYLIN	LAUBENGAYER	25
1990	U	200	GREELEY CO	PARKER	33
1985	U	235	UNIONTOWN	HOWLAND	38
1984	U	252	S LYON CO	SHULENBURGER	57
1985	U	253	EMPORIA	BOYDA	339
1989	U	256	MARMATON VLY	REDWOOD	29
1989	U	260	DERBY	SHULENBURGER	410
1978	U	261	HAYSVILLE	KRIDER	221
1988	U	266	MAIZE	IACOVETTA	156
1985	U	279	JEWELL	KLEINER	22
1986	U	280	W GRAHAM-MOR	BOYDA	22
1984	U	285	CEDAR VALE	LAUBENGAYER	19
1990	U	314	BREWSTER	SHULENBURGER	20
1983	U	329	ALMA	BOYDA	47
1983	U	330	WABAUNSEE E	SHULENBURGER	59
1987	U	341	OSKALOOSA	REDWOOD	44
1986	U	352	GOODLAND	DILTS	107
1986	U	373	NEWTON	DILTS	259
1982	U	377	AT CO COMM S	KRIDER	67
1986	U	402	AUGUSTA	KLEINER	122
1987	U	404	RIVERTON	SHULENBURGER	49
1988	U	407	RUSSELL	KRIDER	128
1983	U	416	LOUISBURG	KRIDER	69
1981	U	419	CANTON-GA	LYNN, R	33
1986	U	421	LYNDON	BOYDA	33
1984	U	428	GT BEND	DILTS	256
1979	U	445	COFFEYVILLE	SIEHNDEL	180
1985	U	454	BURLINGAME PS	BOYDA	35
1984	U	497	LAWRENCE	ALDERSON, A	630
1985	U	498	VALLEY HTS	REDWOOD	38
1980	U	500	KANSAS CITY	BADERSCHNEID	1643
1981	U	501	TOPEKA	BADERSCHNEID	1247
1984	U	501	TOPEKA	BOYDA, DILTS,	1247
1988	U	503	PARSONS	SHULENBURGER	126
1989	U	505	CHETOPA	POWELL	34
1988	U	700	ALLEN CO CC	IACOVETTA	27
1981	U	704	COFFEYVILLE CC	SHULENBURGER	42
1982	U	713	JO CO CC	HOFFMAN	230
TOTAL					8339

Attach 3-3

My name is Lory Mills. I am a first grade teacher at Wineteer Elementary School. Wineteer is a part of the Derby school district. I have been in the classroom for eleven years and I still feel a great sense of pride about my profession. I am here today to testify in support of HB 2443 which, if passed, would make fact-finding binding between boards of education and professional employees.

Derby schools have always had an excellent reputation. When people talk about Derby schools, one of the first things they mention is the high quality teaching staff that is employed there. In recent years, one Kansas Teacher of the Year and three Kansas Master Teachers have been chosen from Derby. The Derby Chamber of Commerce uses the excellence of the school district and the teachers who work there to promote the city in its' advertisements. That is why what happened in Derby two years ago was such a shock.

I served as president and chief negotiator of the Derby-National Education Association during the 1989-90 school year. To say the least, it was a very interesting experience. The negotiations process began on February 1, 1989 with the exchange of notice documents. We began meeting later that spring. Our first sessions were friendly and we were able to mutually agree upon several items. Unfortunately, the process eventually stalled. The Board declared impasse that summer, and a federal mediator was requested. We met with the mediator in August and were able to agree upon several more items. However, two issues remained unsettled; evaluation and salary. Nervously, we made the decision to take our case to a fact-finder. This was the first time in the history of our school district that we took this step. We felt very strongly about our position on both of these issues.

The fact-finding was scheduled for early December. During the time between mediation and the fact-finding, we continued to meet with the Board in hopes of settling the contract among ourselves. The Board would not budge.

It seemed like it took forever after the actual fact-finding to receive the fact-finder's decision. We were pleased with his recommendation concerning our salary schedule, but slightly disappointed about his position on the evaluation issue. As a team we knew, in order to maintain our credibility, we would have to agree to abide by all of the fact-finder's decisions. At the mandatory bargaining session, following fact-finding, we announced this to the Board. We were shocked and dismayed

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when the Board rejected the fact-finder's salary decision, but expected us to sign off on the evaluation section of his report. The only answer we could give was no. I think the Board knew this would be the case, enabling them to issue a unilateral contract. We made a last minute proposal to lower our salary demand if they would drop their evaluation proposal. Their response to our offer was simply, "too little, too late."

There we were, one year later, with a unilateral contract designed to punish the hard-working, dedicated teachers of Derby and the professional association that represents them. All through the process we bargained in good faith with a Board that came to the table with their position set in stone and with no desire to compromise. We did what we had to do - what we are permitted to do according to the professional negotiations law - and now we were being punished.

I cannot begin to describe how I felt about receiving a unilateral contract. At first, I was angry. We truly had worked long, hard hours in order to settle our contract bilaterally. My anger soon turned to sorrow. I knew that Derby teachers had always been very dedicated and that the events of the past year had really been a blow to their morale. When I found out I was scheduled to appear before this committee today, I asked some of my colleagues to describe how they felt about being issued a unilateral contract. One teacher used the word betrayed and said he felt as if he was being treated as less than professional by the Board's "take it or leave it" attitude. He felt that all of the good relationships built throughout the years between the Board, administration, and teachers had gone "out the window." Another colleague commented that she felt totally unappreciated, as though what she did was totally unimportant in the eyes of the Board of Education. She felt disillusionment and extreme anger. Most of these feelings came, not from the loss of the money, but from the removal of important rights. She went on to state that she felt such frustration at having no recourse. An independent authority had ruled in our favor and yet there was no responsibility on the part of the Board of Education to abide by any part of that ruling. She also stated that just thinking about it now brings back all the old, unpleasant feelings and she feels that the present system is totally unfair and unjust. Still another teacher stated that she felt as though we were being punished. Needless to say, staff morale in Derby had dropped to an all time low. Any trust

Attach #4-2

between the Board of Education, central office administration, and teachers was gone. One-third of the Derby teaching staff chose not to sign the unilateral contract and to continue working under our previous contract. This meant financial losses for many families. It is a situation I hope we never have to repeat. However, I feel certain that Derby teachers would be willing to do it again if our rights are ever violated the way they were that particular year by that particular Board.

I feel the passage of HB 2443 is crucial. When tax dollars are spent for a fact-finding hearing, in order to settle a dispute fairly and impartially, it is only right and just to make the decision rendered binding on both parties. I am of the opinion that it would make both parties more accountable for the actions taken during the negotiations process. The Derby school district and community is slowly beginning to heal. I urge you to pass HB 2443 and prevent other dedicated teaching professionals and their communities from going through the bitter dispute that Derby experienced.



TESTIMONY ON H.B. 2443
BEFORE THE HOUSE COMMITTEE ON EDUCATION

BY
NORMAN D. WILKS, DIRECTOR OF LABOR RELATIONS
KANSAS ASSOCIATION OF SCHOOL BOARDS

February 5, 1992

Mr. Chairman and members of the committee, on behalf of 294 of the 304 unified school boards of education which are members of the Kansas Association of School Boards and on behalf of the members of Schools for Quality Education, we wish to express our opposition to the passage of H.B. 2443.

The current impasse procedures contained in the Professional Negotiations Act have allowed boards and teacher organizations to come to agreement regarding the terms and conditions of employment. For the 1991-92 negotiations only 57 of the 304 school districts reached impasse. All but 5 of the 57 reaching impasse settled before availing themselves of the factfinding procedure. At the present time there remain only 3 districts to be settled for the 1991-92 agreement. The three remaining districts have not completed the factfinding procedures and may well reach agreement as a result of factfinding. The result for the 1991-92 year is similar to the results of prior years. Attached is Exhibit 1. It shows the impasse resolution procedures and the number of districts involved for each of the last three years.

One consistent theme, in terms of the impasse resolution, is that very few districts reach unilateral contracts. The vast majority of

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districts are able to reach agreement between the boards of education and the teachers' association, either at the bargaining table or as a result of the current mediation and factfinding process. In the last four years only two to four districts annually have resorted to unilateral contracts. All other districts have, by mutual agreement, determined the terms and conditions of employment.

In addition we firmly believe that if the parties are unable to reach agreement through the impasse procedures, the board of education is the proper body to analyze the varying needs, budget restraints and employment practices to exist in each local school district. The board is in a better position to correctly analyze the conflicting interests of professional staff, administrative staff, classified staff, student needs, educational demands, taxpayer interest and other factors that all must be weighed in reaching a final agreement.

The board is better able to make those decisions than a third party that is unfamiliar with all of the conflicting needs and interests that may exist in the local school district.

Finally, based on the information supplied by the KASB Research Department, school boards and teacher organizations have been able to resolve and determine the conditions of employment in a mutually agreeable manner. Only two to four districts annually have reached the final step of the bargaining process and issued unilateral contracts. This information would certainly indicate that boards of education and teachers' organizations are assuming their responsibility to communicate in a good faith manner to determine the appropriate terms and conditions of employment.

For the reasons set out above, we therefore urge that this committee not act favorably on H.B. 2443.

Attached # 5.-2

IMPASSE SUMMARY

1988-89

Declared Impasse	40
Held Mediation	37
Held Factfinding	12
Issued Unilateral	4

1989-90

Declared Impasse	32
Held Mediation	30
Held Factfinding	12
Issued Unilateral	3

1990-91

Declared Impasse	48
Held Mediation	36
Held Factfinding	9
Issued Unilateral	2



#6

HB 2443

February 5, 1992

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

Mister Chairman and Members of the Committee:

United School Administrators of Kansas opposes the provisions of **HB 2443** which would make the recommendations of a fact-finding board binding on both parties of negotiations declared at impasse. In our judgement, the declaration of "fact" by somebody is only a part of the process of settling disputes. Interpreting those "facts" and acting on them is another part of the process.

In trials, witnesses and attorneys present facts as they see them. Judges and juries must then interpret and act on those facts. In the case of negotiations which have been declared at impasse, having the fact-finding board present a recommendation is simply that, a recommendation based on the facts as the fact-finder sees them. It remains for the legally elected board of education to take action based on what is believed to be the best route for the community.

United School Administrators opposes any attempt to usurp the final responsibility of local boards of education in this process.

Thank you for hearing our concerns.

GWHLEG/HB2443

*Education
Attachment #6
February 5, 1992*