

3
4 **SENATE BILL No. 401**

5
6 By Committee on Education

7
8 1-22

9
10 AN ACT concerning municipalities; relating to the payment of claims;
11 authorizing school districts to make certain payments; amending
12 K.S.A. 12-105b and **72-5413 and** repealing the existing ~~section~~
13 **sections**.

14
15 *Be it enacted by the Legislature of the State of Kansas:*

16 Section 1. K.S.A. 12-105b is hereby amended to read as follows: 12-
17 105b. (a) All claims against a municipality must be presented in writing
18 with a full account of the items, and no claim shall be allowed except in
19 accordance with the provisions of this section. A claim may be the usual
20 statement of account of the vendor or party rendering a service or other
21 written statement showing the required information.

22 (b) Claims for salaries or wages of officers or employees need not be
23 signed by the officer or employee if a payroll claim is certified to by the
24 administrative head of a department or group of officers or employees or
25 an authorized representative that the salaries or wages stated therein were
26 contracted or incurred for the municipality under authority of law, that
27 the amounts claimed are correct, due and unpaid and that the amounts
28 are due as salaries and wages for services performed by the person named.

29 *Nothing in this subsection shall be construed as prohibiting the pay-*
30 *ment of employment incentive or retention bonuses authorized by section*
31 *2, and amendments thereto.*

32 (c) No costs shall be recovered against a municipality in any action
33 brought against it for any claims allowed in part unless the recovery shall
34 be for a greater sum than the amount allowed, with the interest due.
35 Subject to the terms of applicable insurance contracts, judgments and
36 settlements obtained for claims recoverable pursuant to the Kansas tort
37 claims act shall be presented for payment in accordance with this section
38 or in such manner as the governing body may designate.

39 (d) Any person having a claim against a municipality which could give
40 rise to an action brought under the Kansas tort claims act shall file a
41 written notice as provided in this subsection before commencing such
42 action. The notice shall be filed with the clerk or governing body of the
43 municipality and shall contain the following: (1) The name and address

1 of the claimant and the name and address of the claimant's attorney, if
2 any; (2) a concise statement of the factual basis of the claim, including
3 the date, time, place and circumstances of the act, omission or event
4 complained of; (3) the name and address of any public officer or employee
5 involved, if known; (4) a concise statement of the nature and the extent
6 of the injury claimed to have been suffered; and (5) a statement of the
7 amount of monetary damages that is being requested. In the filing of a
8 notice of claim, substantial compliance with the provisions and require-
9 ments of this subsection shall constitute valid filing of a claim. The con-
10 tents of such notice shall not be admissible in any subsequent action
11 arising out of the claim. Once notice of the claim is filed, no action shall
12 be commenced until after the claimant has received notice from the mu-
13 nicipality that it has denied the claim or until after 120 days has passed
14 following the filing of the notice of claim, whichever occurs first. A claim
15 is deemed denied if the municipality fails to approve the claim in its
16 entirety within 120 days unless the interested parties have reached a set-
17 tlement before the expiration of that period. No person may initiate an
18 action against a municipality unless the claim has been denied in whole
19 or part. Any action brought pursuant to the Kansas tort claims act shall
20 be commenced within the time period provided for in the code of civil
21 procedure or it shall be forever barred, except that, if compliance with
22 the provisions of this subsection would otherwise result in the barring of
23 an action, such time period shall be extended by the time period required
24 for compliance with the provisions of this subsection.

25 (e) Claims against a municipality which provide for a discount for
26 early payment or for the assessment of a penalty for late payment may be
27 authorized to be paid in advance of approval thereof by the governing
28 body in accordance with the provisions of this subsection. The governing
29 body may designate and authorize one or more of its officers or employees
30 to pay any such claim made against the municipality in advance of its
31 presentation to and approval by the governing body if payment of the
32 amount of such claim is required before the next scheduled regular meet-
33 ing of the governing body in order for the municipality to benefit from
34 the discount provided for early payment or to avoid assessment of the
35 penalty for late payment. Any officer or employee authorized to pay
36 claims under this subsection shall keep an accurate record of all moneys
37 paid and the purpose for which expended, and shall submit the record to
38 the governing body at the next meeting thereof. Payments of claims by
39 an officer or employee of the municipality under authority of this sub-
40 section are valid to the same extent as if the claims had been approved
41 and ordered to be paid by the governing body.

42 (f) When an employee is required to travel on behalf of a munici-
43 pality, the employee shall be entitled, upon complying with the provisions

1 of the municipality's policies and regulations on employee travel, to timely
2 payment of subsistence allowances and reimbursement for transportation
3 and other related travel expenses incurred by the employee while on an
4 approved travel status. When reimbursement through the regular claims
5 approval process of the municipality will require more than 15 days from
6 the date the reimbursement claim is filed, the claim may be authorized
7 to be paid in advance of approval thereof by the governing body in ac-
8 cordance with the provisions of this subsection. The governing body may
9 designate and authorize one or more of its officers or employees to pay
10 any such claim made against the municipality in advance of its presen-
11 tation to and approval by the governing body if payment of the amount
12 of such claim is required before the next scheduled regular meeting of
13 the governing body. Any officer or employee authorized to pay claims
14 under this subsection shall keep an accurate record of all moneys paid
15 and the purpose for which expended, and shall submit the record to the
16 governing body at the next meeting thereof. Payments of claims by an
17 officer or employee of the municipality under authority of this subsection
18 are valid to the same extent as if the claims had been approved and
19 ordered to be paid by the governing body.

20 (g) Claims submitted by members of a municipality's self-insured
21 health plan may be authorized to be paid in advance of approval thereof
22 by the governing body. Such claims shall be submitted to the administra-
23 tive officer of such insurance plan.

24 (h) Claims against a school district for the purchase of food or gaso-
25 line while students are on a co-curricular or extra-curricular activity out-
26 side of the school boundaries may be paid in advance of approval thereof
27 by the governing body in accordance with the provisions of this subsec-
28 tion. The governing body may designate and authorize one or more of its
29 officers or employees to pay any such claim made against the school dis-
30 trict in advance of its presentation to and approval by the governing body.

31 (i) Except as otherwise provided, before any claim is presented to the
32 governing body or before any claim is paid by any officer or employee of
33 the municipality under subsection (e) or (f), it shall be audited by the
34 clerk, secretary, manager, superintendent, finance committee or finance
35 department or other officer or officers charged by law to approve claims
36 affecting the area of government concerned in the claim, and thereby
37 approved in whole or in part as correct, due and unpaid.

38 New Sec. 2. (a) As used in this section:

39 (1) "Teacher" means teachers, supervisors, principals, superinten-
40 dents and any other professional employees who are required to hold a
41 teacher's or school administrator's certificate in any public school.

42 (2) "Board of education" means the board of education of any public
43 school district.

1 (b) The board of education may pay employment incentive or reten-
2 tion bonuses to teachers.

3 **Sec. 3. K.S.A. 72-5413 is hereby amended to read as follows:**
4 **72-5413. As used in this act and in acts amendatory thereof or sup-**
5 **plemental thereto:**

6 (a) *The term “persons” includes one or more individuals, or-*
7 *ganizations, associations, corporations, boards, committees, com-*
8 *missions, agencies, or their representatives.*

9 (b) *“Board of education” means the board of education of any*
10 *school district, the board of control of any area vocational-technical*
11 *school, and the board of trustees of any community college.*

12 (c) *“Professional employee” means any person employed by a*
13 *board of education in a position which requires a certificate issued*
14 *by the state board of education or employed by a board of education*
15 *in a professional, educational or instructional capacity, but shall*
16 *not mean any such person who is an administrative employee.*

17 (d) *“Administrative employee” means, in the case of a school*
18 *district, any person who is employed by a board of education in an*
19 *administrative capacity and who is fulfilling duties for which an*
20 *administrator’s certificate is required under K.S.A. 72-7513, and*
21 *amendments thereto; and, in the case of an area vocational-techni-*
22 *cal school or community college, any person who is employed by*
23 *the board of control or the board of trustees in an administrative*
24 *capacity and who is acting in that capacity and who has authority,*
25 *in the interest of the board of control or the board of trustees, to*
26 *hire, transfer, suspend, layoff, recall, promote, discharge, assign,*
27 *reward or discipline other employees, or responsibly to direct them*
28 *or to adjust their grievances, or effectively to recommend a prepon-*
29 *derance of such actions, if in connection with the foregoing, the*
30 *exercise of such authority is not of a merely routine or clerical na-*
31 *ture, but requires the use of independent judgment.*

32 (e) *“Professional employees’ organizations” means any one or*
33 *more organizations, agencies, committees, councils or groups of any*
34 *kind in which professional employees participate, and which exist*
35 *for the purpose, in whole or part, of engaging in professional ne-*
36 *gotiation with boards of education with respect to the terms and*
37 *conditions of professional service.*

38 (f) *“Representative” means any professional employees’ organ-*
39 *ization or any person it authorizes or designates to act in its behalf*
40 *or any person a board of education authorizes or designates to act*
41 *in its behalf.*

42 (g) *“Professional negotiation” means meeting, conferring, con-*
43 *sulting and discussing in a good faith effort by both parties to reach*

1 *agreement with respect to the terms and conditions of professional*
2 *service.*

3 (h) *“Mediation” means the effort through interpretation and ad-*
4 *vice by an impartial third party to assist in reconciling a dispute*
5 *concerning terms and conditions of professional service which arose*
6 *in the course of professional negotiation between a board of edu-*
7 *cation or its representatives and representatives of the recognized*
8 *professional employees’ organization.*

9 (i) *“Fact-finding” means the investigation by an individual or*
10 *board of a dispute concerning terms and conditions of professional*
11 *service which arose in the course of professional negotiation, and*
12 *the submission of a report by such individual or board to the parties*
13 *to such dispute which includes a determination of the issues in-*
14 *volved, findings of fact regarding such issues, and the recommen-*
15 *dation of the fact-finding individual or board for resolution of the*
16 *dispute.*

17 (j) *“Strike” means an action taken for the purpose of coercing*
18 *a change in the terms and conditions of professional service or the*
19 *rights, privileges or obligations thereof, through any failure by con-*
20 *certed action with others to report for duty including, but not lim-*
21 *ited to, any work stoppage, slowdown, or refusal to work.*

22 (k) *“Lockout” means action taken by a board of education to*
23 *provoke interruptions of or prevent the continuity of work normally*
24 *and usually performed by the professional employees for the pur-*
25 *pose of coercing professional employees into relinquishing rights*
26 *guaranteed by this act and the act of which this section is*
27 *amendatory.*

28 (l) (1) *“Terms and conditions of professional service” means ~~(1)~~*
29 *(A) salaries and wages, including pay for duties under supplemental*
30 *contracts; hours and amounts of work; vacation allowance, holiday,*
31 *sick, extended, sabbatical, and other leave, and number of holidays;*
32 *retirement; insurance benefits; wearing apparel; pay for overtime;*
33 *jury duty; grievance procedure; including binding arbitration of*
34 *grievances; disciplinary procedure; resignations; termination and*
35 *nonrenewal of contracts; reemployment of professional employees;*
36 *terms and form of the individual professional employee contract;*
37 *probationary period; professional employee appraisal procedures;*
38 *each of the foregoing being a term and condition of professional*
39 *service, regardless of its impact on the employee or on the operation*
40 *of the educational system; and ~~(2)~~ (B) matters which relate to priv-*
41 *ileges to be granted the recognized professional employees’ organ-*
42 *ization including, but not limited to, voluntary payroll deductions;*
43 *use of school or college facilities for meetings; dissemination of in-*

1 *formation regarding the professional negotiation process and re-*
2 *lated matters to members of the bargaining unit on school or college*
3 *premises through direct contact with members of the bargaining*
4 *unit, the use of bulletin boards on or about the facility, and the use*
5 *of the school or college mail system to the extent permitted by law;*
6 *reasonable leaves of absence for members of the bargaining unit for*
7 *organizational purposes such as engaging in professional negotia-*
8 *tion and partaking of instructional programs properly related to*
9 *the representation of the bargaining unit; any of the foregoing priv-*
10 *ileges which are granted the recognized professional employees' or-*
11 *ganization through the professional negotiation process shall not be*
12 *granted to any other professional employees' organization; and* ~~(3)~~
13 *(C) such other matters as the parties mutually agree upon as prop-*
14 *erly related to professional service including, but not limited to, em-*
15 *ployment incentive or retention bonuses authorized under section 2, and*
16 *amendments thereto.*

17 *(2) Nothing in this act, or acts amendatory thereof or supplemental*
18 *and amendments thereto, shall authorize the diminution of any right,*
19 *duty or obligation of either the professional employee or the board*
20 *of education which have been fixed by statute or by the constitution*
21 *of this state. Except as otherwise expressly provided in this subsec-*
22 *tion (1), the fact that any matter may be the subject of a statute or*
23 *the constitution of this state does not preclude negotiation thereon*
24 *so long as the negotiation proposal would not prevent the fulfillment*
25 *of the statutory or constitutional objective.*

26 *(3) Matters which relate to the duration of the school term, and*
27 *specifically to consideration and determination by a board of edu-*
28 *cation of the question of the development and adoption of a policy*
29 *to provide for a school term consisting of school hours, are not in-*
30 *cluded within the meaning of terms and conditions of professional*
31 *service and are not subject to professional negotiation.*

32 *(m) "Secretary" means the secretary of human resources or a*
33 *designee thereof.*

34 *(n) "Statutory declaration of impasse date" means June 1 in the*
35 *current school year.*

36 *(o) "Supplemental contracts" means contracts for employment*
37 *duties other than those services covered in the principal or primary*
38 *contract of employment of the professional employee and shall in-*
39 *clude, but not be limited to, such services as coaching, supervising,*
40 *directing and assisting extracurricular activities, chaperoning,*
41 *ticket-taking, lunchroom supervision, and other similar and related*
42 *activities.*

43 *Sec. ~~3~~ 4. K.S.A. 12-105b is and 72-5413 are hereby repealed.*

1 Sec. **45**. This act shall take effect and be in force from and after its
2 publication in the ~~statute book~~ **Kansas register**.
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