

SENATE BILL No. 32

DIGEST OF INTRODUCED BILL

Citations Affected: IC 20-28; IC 20-29-6.

Synopsis: Teacher and school administrator contracts. Requires a school corporation to take action not later than June 1: (1) to cancel an indefinite contract with a permanent or semipermanent teacher; or (2) to refuse to renew a contract with a nonpermanent teacher, a superintendent, an assistant superintendent, a principal, or an assistant principal. Limits the number of teachers that the exclusive representative may appoint to serve on statutory or locally created committees of a school corporation. Limits language in the teachers' collective bargaining law that prohibits a school employer from unilaterally changing the terms and conditions of employment (if no agreement on those terms and conditions has been reached 14 days before the school employer submits a budget) to items that must be bargained collectively.

Effective: July 1, 2007.

Kenley

January 8, 2007, read first time and referred to Committee on Education and Career Development.

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Introduced

First Regular Session 115th General Assembly (2007)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2006 Regular Session of the General Assembly.

SENATE BILL No. 32

A BILL FOR AN ACT to amend the Indiana Code concerning education.

Be it enacted by the General Assembly of the State of Indiana:

1 SECTION 1. IC 20-28-7-1, AS ADDED BY P.L.1-2005, SECTION
2 12, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1,
3 2007]: Sec. 1. (a) An indefinite contract with a permanent teacher may
4 be canceled in the manner specified in sections 3 through 5 of this
5 chapter only for one (1) or more of the following grounds:

6 (1) Immorality.

7 (2) Insubordination, which means a willful refusal to obey the
8 state school laws or reasonable rules prescribed for the
9 government of the school corporation.

10 (3) Neglect of duty.

11 (4) Incompetence.

12 (5) Justifiable decrease in the number of teaching positions.

13 (6) A conviction for an offense listed in IC 20-28-5-8(c).

14 (7) Other good and just cause.

15 When the cause of cancellation is a ground set forth in subdivision (1),
16 (2), or (6), the cancellation is effective immediately. When the cause
17 of cancellation is a ground set forth in subdivision (3), (4), (5), or (7),

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the **school corporation must consider and vote on the** cancellation **not later than June 1 each year, and the cancellation** is effective at the end of the school term following the cancellation.

(b) An indefinite contract may not be canceled for political or personal reasons.

SECTION 2. IC 20-28-7-2, AS ADDED BY P.L.1-2005, SECTION 12, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2007]: Sec. 2. (a) An indefinite contract with a semipermanent teacher may be canceled in the manner specified in sections 3 through 5 of this chapter only for one (1) or more of the following grounds:

(1) Immorality.

(2) Insubordination, which means a willful refusal to obey the state school laws or reasonable rules prescribed for the government of the school corporation.

(3) Neglect of duty.

(4) Substantial inability to perform teaching duties.

(5) Justifiable decrease in the number of teaching positions.

(6) Good and just cause.

(7) The cancellation is in the best interest of the school corporation.

(8) A conviction for an offense listed in IC 20-28-5-8(c).

(b) An indefinite contract with a semipermanent teacher may not be canceled for political or personal reasons.

(c) Before the cancellation of a semipermanent teacher's indefinite contract, the principal of the school at which the teacher teaches must provide the teacher with a written evaluation of the teacher's performance before January 1 of each year. Upon the request of a semipermanent teacher, delivered in writing to the principal not later than thirty (30) days after the teacher receives the evaluation required by this section, the principal must provide the teacher with an additional written evaluation.

(d) When the cancellation of a semipermanent teacher's indefinite contract is a ground listed in subsection (a)(1), (a)(2), or (a)(8), the cancellation is effective immediately after the school corporation's vote on the contract.

(e) When the cancellation of a semipermanent teacher's indefinite contract is a ground listed in subsection (a)(3), (a)(4), (a)(5), (a)(6), or (a)(7), the school corporation must consider and vote on the cancellation not later than June 1 each year, and the cancellation is effective at the end of the school term following the cancellation.

SECTION 3. IC 20-28-7-9, AS ADDED BY P.L.1-2005, SECTION

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12, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2007]: Sec. 9. Before a teacher is refused continuation of the contract under section 8 of this chapter, the teacher has the following rights, which shall be strictly construed:

(1) The principal of the school at which the teacher teaches must provide the teacher with an annual written evaluation of the teacher's performance before January 1 of each year. Upon the request of a nonpermanent teacher, delivered in writing to the principal not later than thirty (30) days after the teacher receives the evaluation required by this section, the principal shall provide the teacher with an additional written evaluation.

(2) ~~On or before May 1;~~ **Not later than June 1,** the school corporation shall notify the teacher that the governing body will consider nonrenewal of the contract for the next school term. The notification must be:

(A) written; and

(B) delivered in person or mailed by registered or certified mail to the teacher at the teacher's last known address.

(3) Upon the request of the teacher, and not later than fifteen (15) days after the teacher's receipt of the notice of the consideration of contract nonrenewal, the governing body or the superintendent of the school corporation shall provide the teacher with a written statement, which:

(A) may be developed in an executive session; and

(B) is not a public document;

giving the reasons for the nonrenewal of the teacher's contract.

SECTION 4. IC 20-28-8-3, AS ADDED BY P.L.1-2005, SECTION 12, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2007]: Sec. 3. (a) ~~Before February 1~~ **Not later than June 1** of the year during which the contract of an assistant superintendent, a principal, or an assistant principal is due to expire, the governing body of the school corporation, or an employee at the direction of the governing body, shall give written notice of renewal or refusal to renew the individual's contract for the ensuing school year.

(b) If notice is not given before ~~February 1~~ **June 2** of the year during which the contract is due to expire, the contract then in force shall be reinstated only for the ensuing school year.

(c) This section does not prevent the modification or termination of a contract **on any date** by mutual agreement of the assistant superintendent, the principal, or the assistant principal and the governing body.

SECTION 5. IC 20-28-8-7, AS ADDED BY P.L.1-2005, SECTION

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12, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2007]: Sec. 7. A superintendent's contract terminates on the following dates and under the following conditions only:

(1) On any date, if the governing body and the superintendent mutually consent.

(2) Before the expiration date set forth in the contract, if the governing body terminates the contract for cause under a statute that sets forth causes for dismissal of teachers. However, the governing body must give the superintendent proper notice and, if the superintendent requests a hearing at least ten (10) days before the termination, must grant the superintendent a hearing at an official meeting of the governing body.

(3) On the expiration date set forth in the contract, if the governing body not later than ~~January~~ **June** 1 of the year in which the contract expires gives notice to the superintendent in writing, delivered in person or by registered mail.

(4) On the expiration date set forth in the contract, if the superintendent not later than ~~January~~ **June** 1 of the year in which the contract expires gives proper notice in writing to the governing body.

SECTION 6. IC 20-29-6-7, AS ADDED BY P.L.1-2005, SECTION 13, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2007]: Sec. 7. (a) A school employer shall discuss with the exclusive representative of certificated employees the items listed in subsection (b).

(b) A school employer may but is not required to bargain collectively, negotiate, or enter into a written contract concerning, be subject to, or enter into impasse procedures on the following matters:

(1) Working conditions, other than those provided in section 4 of this chapter.

(2) Curriculum development and revision.

(3) Textbook selection, **subject to subdivision (10) concerning membership of teachers on a textbook adoption advisory committee.**

(4) Teaching methods.

(5) Hiring, promotion, demotion, transfer, assignment, and retention of certificated employees, and changes to any of the requirements set forth in IC 20-28-6 through IC 20-28-8.

(6) Student discipline.

(7) Expulsion or supervision of students.

(8) Pupil/teacher ratio.

(9) Class size or budget appropriations.

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(10) Subject to subsection (d), appointment by the exclusive representative of teachers to serve on statutory or locally created committees of the school corporation.

(c) Items included in the 1972-1973 agreements between an employer school corporation and the school employee organization continue to be bargainable.

(d) A contract entered into that provides for the appointment of teachers to serve on statutory or locally created committees under subsection (b)(10) must provide that the percentage of teacher positions the exclusive representative may appoint to serve on a committee may not exceed the percentage of teachers in the school corporation who are members of the exclusive representative. If multiplying the number of teacher positions on the committee by the percentage of teachers in the school corporation who are members of the exclusive representative does not produce a whole number, the product must be rounded up to the nearest whole number. The percentage of positions applies to the number of teacher positions on a committee and not to the total number of positions on a committee.

SECTION 7. IC 20-29-6-16, AS ADDED BY P.L.1-2005, SECTION 13, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2007]: Sec. 16. (a) If an agreement has not been reached on the items to be bargained collectively fourteen (14) days before the submission date of a budget by a school employer, the parties shall continue the status quo **only for the items that must be bargained collectively under section 4 of this chapter**, and the school employer may issue tentative individual contracts and prepare its budget on that basis. During this status quo period, in order to allow the successful resolution of the dispute, the school employer may not unilaterally change ~~the terms or conditions of employment that are~~ **issues in dispute that are items that must be bargained collectively under section 4 of this chapter.**

(b) This section may not be construed as relieving the school employer or the school employee organization from the duty to bargain collectively until a mutual agreement has been reached and a contract entered as called for in this chapter.

SECTION 8. [EFFECTIVE JULY 1, 2007] **(a) IC 20-29-6-7(b)(10), as added by this act, applies only to a collective bargaining agreement between an employer school corporation and an exclusive representative that is entered into after June 30, 2007.**

(b) This SECTION expires June 30, 2011.

SECTION 9. [EFFECTIVE JULY 1, 2007] **(a) Notwithstanding**

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1 IC 20-28-7-1, IC 20-28-7-2, IC 20-28-7-9, IC 20-28-8-3, and
2 IC 20-28-8-7, all as amended by this act, the requirement that a
3 school corporation take action not later than June 1 to:
4 (1) cancel an indefinite contract with a permanent or
5 semipermanent teacher; or
6 (2) refuse to renew a contract with a nonpermanent teacher,
7 a superintendent, an assistant superintendent, a principal, or
8 an assistant principal;
9 applies beginning with the cancellation or nonrenewal of a contract
10 with respect to employment during the 2008-2009 school year.
11 (b) This SECTION expires June 30, 2009.

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