

SENATE BILL No. 58

DIGEST OF INTRODUCED BILL

Citations Affected: IC 20-7.5-1-2; IC 20-7.5-1-5.

Synopsis: Teachers on school committees. Limits the number of teachers that the exclusive representative may appoint to serve on statutory or locally created committees of a school corporation.

Effective: July 1, 2003.

Kenley

January 7, 2003, read first time and referred to Committee on Education and Career Development.

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First Regular Session 113th General Assembly (2003)

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 2002 Regular or Special Session of the General Assembly.

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SENATE BILL No. 58



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 20-7.5-1-2, AS AMENDED BY P.L.100-2001,
- 2 SECTION 23, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
- 3 JULY 1, 2003]: Sec. 2. As used in this chapter:
- 4 (a) "School corporation" means any local public school corporation
- 5 established under Indiana law and, in the case of public vocational
- 6 schools or schools for children with disabilities established or
- 7 maintained by two (2) or more school corporations, shall refer to such
- 8 schools.
- 9 (b) "Governing body" means:
- 10 (1) the board or commission charged by law with the
- 11 responsibility of administering the affairs of the school
- 12 corporation; or
- 13 (2) the body that administers a charter school established under
- 14 IC 20-5.5.
- 15 (c) "School employer" means:
- 16 (1) the governing body of each:
- 17 (A) school corporation; or



- 1 (B) charter school established under IC 20-5.5; and
 2 (2) any person or persons authorized to act for the governing body
 3 of the school employer in dealing with its employees.
 4 (d) "Superintendent" shall mean:
 5 (1) the chief administrative officer of any:
 6 (A) school corporation, or
 7 (B) charter school established under IC 20-5.5; or
 8 (2) any person or persons designated by the officer or by the
 9 governing body to act in the officer's behalf in dealing with school
 10 employees.
 11 (e) "School employee" means any full-time certificated person in the
 12 employment of the school employer. A school employee shall be
 13 considered full time even though the employee does not work during
 14 school vacation periods, and accordingly works less than a full year.
 15 There shall be excluded from the meaning of school employee
 16 supervisors, confidential employees, employees performing security
 17 work and noncertificated employees.
 18 (f) "Certificated employee" means a person:
 19 (1) whose contract with the school corporation requires that the
 20 person hold a license or permit from the state board of education
 21 or a commission thereof as provided in IC 20-6.1; or
 22 (2) who is employed as a teacher by a charter school established
 23 under IC 20-5.5.
 24 (g) "Noncertificated employee" means any school employee whose
 25 employment is not dependent upon the holding of a license or permit
 26 as provided in IC 20-6.1.
 27 (h) "Supervisor" means any individual who has:
 28 (1) authority, acting for the school corporation, to hire, transfer,
 29 suspend, lay off, recall, promote, discharge, assign, reward, or
 30 discipline school employees;
 31 (2) responsibility to direct school employees and adjust their
 32 grievances; or
 33 (3) responsibility to effectively recommend the action described
 34 in subdivisions (1) through (2);
 35 that is not of a merely routine or clerical nature but requires the use of
 36 independent judgment. The term includes superintendents, assistant
 37 superintendents, business managers and supervisors, directors with
 38 school corporation-wide responsibilities, principals and vice principals,
 39 and department heads who have responsibility for evaluating teachers.
 40 (i) "Confidential employee" means a school employee whose
 41 unrestricted access to confidential personnel files or whose functional
 42 responsibilities or knowledge in connection with the issues involved in

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1 dealings between the school corporation and its employees would make
2 the confidential employee's membership in a school employee
3 organization incompatible with the employee's official duties.

4 (j) "Employees performing security work" means any school
5 employee whose primary responsibility is the protection of personal
6 and real property owned or leased by the school corporation or who
7 performs police or quasi-police powers.

8 (k) "School employee organization" means any organization which
9 has school employees as members and one (1) of whose primary
10 purposes is representing school employees in dealing with their school
11 employer, and includes any person or persons authorized to act on
12 behalf of such organizations.

13 (l) "Exclusive representative" means the school employee
14 organization which has been certified for the purposes of this chapter
15 by the board or recognized by a school employer as the exclusive
16 representative of the employees in an appropriate unit as provided in
17 section 10 of this chapter, or the person or persons duly authorized to
18 act on behalf of such representative.

19 (m) "Board" means the Indiana education employment relations
20 board provided by this chapter.

21 (n) "Bargain collectively" means the performance of the mutual
22 obligation of the school employer and the exclusive representative to
23 meet at reasonable times to negotiate in good faith with respect to items
24 enumerated in section 4 of this chapter and to execute a written
25 contract incorporating any agreement relating to such matters. Such
26 obligation shall not include the final approval of any contract
27 concerning these or any other items. Agreements reached through
28 collective bargaining are binding as a contract only if ratified by the
29 governing body of the school corporation and the exclusive
30 representative. The obligation to bargain collectively does not require
31 the school employer or the exclusive representative to agree to a
32 proposal of the other or to make a concession to the other.

33 (o) "Discuss" means the performance of the mutual obligation of the
34 school corporation through its superintendent and the exclusive
35 representative to meet at reasonable times to discuss, to provide
36 meaningful input, to exchange points of view, with respect to items
37 enumerated in section 5 of this chapter. This obligation shall not,
38 however, require either party to enter into a contract, to agree to a
39 proposal, or to require the making of a concession. A failure to reach
40 an agreement on any matter of discussion shall not require the use of
41 any part of the impasse procedure, as provided in section 13 of this
42 chapter. Neither the obligation to bargain collectively nor to discuss

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1 any matter shall prevent any school employee from petitioning the
 2 school employer, the governing body, or the superintendent for a
 3 redress of the employee's grievances either individually or through the
 4 exclusive representative, nor shall either such obligation prevent the
 5 school employer or the superintendent from conferring with any
 6 citizen, taxpayer, student, school employee, or other person considering
 7 the operation of the schools and the school corporation.

8 (p) "Strike" means concerted failure to report for duty, willful
 9 absence from one's position, stoppage of work, or abstinence in whole
 10 or in part from the full, faithful, and proper performance of the duties
 11 of employment, without the lawful approval of the school employer, or
 12 in any concerted manner interfering with the operation of the school
 13 employer for any purpose.

14 (q) "Deficit financing" with respect to any budget year shall mean
 15 expenditures in excess of money legally available to the employer.

16 (r) **"Teacher" has the meaning set forth in IC 20-6.1-1-8.**

17 SECTION 2. IC 20-7.5-1-5 IS AMENDED TO READ AS
 18 FOLLOWS [EFFECTIVE JULY 1, 2003]: Sec. 5. (a) A school
 19 employer shall discuss with the exclusive representative of certificated
 20 employees, and may but shall not be required to bargain collectively,
 21 negotiate, or enter into a written contract concerning or be subject to or
 22 enter into impasse procedures on the following matters:

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

25 (2) Curriculum development and revision.

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

29 (4) Teaching methods.

30 (5) Hiring, promotion, demotion, transfer, assignment, and
 31 retention of certificated employees, and changes to any of the
 32 requirements set forth in IC 20-6.1-4.

33 (6) Student discipline.

34 (7) Expulsion or supervision of students.

35 (8) Pupil-teacher ratio.

36 (9) Class size or budget appropriations.

37 **(10) Appointment by the exclusive representative of teachers**
 38 **to serve on statutory or locally created committees of the**
 39 **school corporation. However, if this matter is bargained**
 40 **collectively, the contract must provide that the percentage of**
 41 **teacher positions the exclusive representative may appoint to**
 42 **serve on a committee may not exceed the percentage of**

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1 **teachers in the school corporation who are members of the**
2 **exclusive representative. The percentage applies to the**
3 **number of teacher positions on a committee, not to the total**
4 **number of positions on a committee.**

5 However, any items included in the 1972-1973 agreements between
6 any employer school corporation and the employee organization shall
7 continue to be bargainable.

8 (b) Nothing shall prevent a superintendent or ~~his~~ **the**
9 **superintendent's** designee from making recommendations to the
10 school employer.

11 (c) This chapter may not be construed to limit the rights of the
12 school employer and the exclusive representative to mutually agree to
13 the matters authorized under IC 20-6.1-4-14.5.

14 SECTION 3. [EFFECTIVE JULY 1, 2003] (a)
15 **IC 20-7.5-1-5(a)(10), as amended by this act, applies only to a**
16 **collective bargaining agreement between an employer school**
17 **corporation and an exclusive representative that is entered into**
18 **after June 30, 2003.**

19 **(b) This SECTION expires June 30, 2008.**

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