

Utilizing Working Sessions

By Dr. Michael T. Adamson, ISBA Director of Board Services (madamson@isba-ind.org)

It is not uncommon for board members to complain that they never have adequate time to simply have discussions without having to make immediate decisions. Or, that there are not ample opportunities to simply have informal conversations regarding their school corporation, specific areas of interest (academic, vocational, extra-curricular, community interests, etc.). Generally speaking, regular meetings of the school board are almost always meetings to conduct the official business of the district. However, taking advantage of opportunities for more informal discussions without the stress of making decisions is extremely valuable, for both board members and superintendents. If this is something that your board is interested in, then the best avenue for information-sharing, asking questions and having informal discussions is to implement working sessions into your routine schedule of board meetings.

So, what is a working session? A working session is a regular or special board meeting that is primarily designated for information-sharing, as well as to air other issues requiring more in-depth explanation or

conversation, especially before a final administrative recommendation is made for board action. Working sessions must be advertised as public meetings; however, the board will usually not make any formal decisions or invite public comment.

Just like other board meetings, working sessions should follow a prepared agenda that is complete with supporting background information when applicable. This provides the meeting with structure and helps to ensure that important discussions are not inadvertently set aside by more general topics. Plus, it makes the most efficient use of the time that board members and administrators set aside for these types of meetings.

It is not unusual for corporations who have two or more regularly scheduled meetings per month to designate one of them as a working session. Working sessions, as regularly scheduled meetings, usually include some or all of the agenda items scheduled for the next regular business agenda, in addition to possible topics for future consideration. This provides an opportunity to answer questions, provide additional background information, or provide

clarification for administrative recommendations prior to the business meeting. Another benefit is that it reduces the need for protracted discussions during the business meeting, while ensuring board members are comfortable with the agenda information and administrative recommendations well in advance of any decision-making expectation.

The working session is a viable solution for increasing opportunities for more informal types of information gathering and sharing. Everyone's schedules are busy, but a well-defined, constructive working session can pay huge dividends in time, as well as eliminating frustrations by not attempting to cram a month's worth of information and business into one long meeting.

Not every matter that comes before a school board requires additional conversations or a lot of time to consider. However, there are other topics that do require careful consideration and time to prepare before making a decision with long-lasting consequences. Those types of decisions should never be made hastily. The working session enables board member to ask questions and discuss important items in a more relaxed meeting environment and allows the administration ample time for explaining positions and recommendations, plus providing answers to important board concerns.

Superintendent Contracts

by Lisa F. Tanselle, ISBA General Counsel (ltanselle@isba-ind.org)

In recent years, the General Assembly has imposed some restrictions on school boards in matters dealing with the employment of a superintendent. Specifically, in 2012, the legislature passed a law requiring school boards to publish the proposed terms of the superintendent's contract and allow the public the opportunity to comment on the proposed terms before signing the contract. Then in 2017, the General Assembly amended the superintendent contract law to limit the length of the superintendent's contract as well as the amount of money that a school board could pay to a superintendent as a buy-out of the contract. As the end of a school year approaches and decisions are made with regard to superintendent contracts, a brief review of these statutes is provided below. A school board should consult with local counsel for assistance in implementation of these requirements.

[Posting/Public Comment Process](#) (IC 20-26-5-4.3)

Indiana law requires a school board to both publish in a newspaper and post on its website the proposed terms of the superintendent's contract, including the actual monetary value of the contract, benefits, and any other forms of compensation. The board must also publish the date, time, and place wherein the board will meet to hear the public's comments on the proposed terms. This notice must be published in the newspaper at least one time and at least 10 days before the school board meeting wherein the public's comments will be heard. After giving the public the opportunity to speak, the board must wait at least seven days before the board can sign the contract with the superintendent. In our opinion, this process must be followed when

hiring a superintendent for the first time and when changing the terms of a current superintendent's contract.

[Length of Contract](#) (IC 20-28-8-6)

As the law now reads, a contract between a superintendent and school board that is entered into or renewed after June 30, 2017, must be for a term of at least one year, but cannot exceed three years. It is permissible for the contract to be extended, but the maximum extension period is five years.

The law further states that if the contract contains a buy-out clause, the maximum amount of money that a school board may pay its superintendent is the lesser of one year of salary or \$250,000.

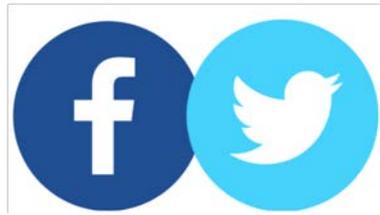
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NSBA Annual Conference

Don't forget to register for the NSBA Annual Conference!

Also, ISBA will be hosting a boxed luncheon for Indiana attendees at the Marriott Philadelphia Downtown on Saturday, March 30, from 12:00 – 2:00pm.



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ISBA IN THE NEWS

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(Journal Gazette)

[Indiana lawmaker who employs hundreds of minors pushes to scrap state child labor laws](#)

(Indy Star)

[A GOP lawmaker wants to repeal child labor laws in his state. He employs hundreds of minors.](#) (Washington Post)

[Indiana could overhaul how it grades schools. That's news to us, graders say.](#) (Indy Star)

School Resource Officers - Duties and Agreements

by Julie M. Slavens, ISBA Staff Attorney (jslavens@isba-ind.org)

During the past few months, many school corporations are considering ways to improve the security of buildings and the safety of students and staff members. An option being considered is the utilization of School Resource Officers (SROs). Six years ago the Indiana General Assembly passed a law allowing a school corporation to use SROs as part of its safety and security plan. The provisions of this law set out of the duties, powers, qualifications, training requirements, and employment arrangements of a SRO. The law defines a SRO to be an individual who has completed the minimum training requirements of the Indiana law enforcement training board for law enforcement officers; has received at least forty (40) hours of certified school resource officer training; and is employed by a school corporation or is assigned to a school corporation by a law enforcement agency or a sheriff. (See I.C. 20-26-18.2)

By law, the duties of a SRO focus on school safety issues and include assisting the school safety specialist with the development and implementation of the school safety plan, protecting against outside threats to the physical safety of students, preventing unauthorized access to school property; and securing the schools against violence and natural disasters. The law is clear the central function of a SRO is safety and security. In carrying out this central function, one of the responsibilities of the SRO is to develop relationships with the student and staff. The SRO's function is not as a disciplinarian, but to promote safe and secure learning environments in the school corporation.

The law allows for the SRO to carrying out additional responsibilities assigned to the SRO through the employment arrangement and requires a written document to state the nature and scope of the SRO's duties and responsibilities. The written arrangement should provide specific details of situations the SRO should be involved with respect to student disruption or issues in a classroom or other areas of the school, including the school personnel who can request the aid of the SRO. The agreement should also address the SRO involvement in student discipline matters such as the SRO's responsibility to investigate student misconduct and when the SRO will conduct searches. SROs can also be used for security purposes at school-sponsored events such as athletic events or school plays; these duties should also be included in the written agreement. While by law the SRO has the authority to arrest a person, the agreement should include provisions addressing the specific circumstances a SRO may do so. When determining the duties of the SRO, school corporations and law enforcement agencies should keep in mind given the public policy of the law, the function of the SRO is that of a safety and security presence and not of a police officer. The written agreement setting out the specific duties of the SRO aids the SRO, the school administration, the school board, the school staff, and the students to better understand the role of the SRO in the school setting.

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Other Requirements

If the superintendent holds a traditional superintendent license, the contract that is signed by the school board and the superintendent must be in the form of the regular teacher contract prescribed by the State Superintendent of Public Instruction. The parties may include an addendum to that contract that establishes additional terms and conditions of employment. (IC 20-28-8-6.)

While the superintendent's contract is considered to be a public record that is "open to inspection by the residents of the school corporation," the superintendent's contract must also be posted on the school corporation's Internet website. (IC 20-28-6-2 and IC 20-26-5-4.5.) documents. The school corporation further asserted that if the records themselves had to be disclosed, excessive redaction from the documents would be required.