

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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