



Book	Policy Manual
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1520 - **EMPLOYMENT OF ADMINISTRATORS IN ADDITION TO THE SUPERINTENDENT**

The School Board recognizes that it is vital to the successful operation of the School Corporation that positions created by the Board be filled with highly qualified and competent administrators.

The Board shall approve the employment, fix the compensation and establish the term of employment for each administrator employed by the Corporation.

[DRAFTING NOTE: For purposes of Indiana law, the following individuals are classified as administrators: Superintendent, Assistant Superintendent, Director of Special Education, principal, and assistant principal. The Corporation may designate additional positions that shall be considered administrators, and should do so herein to provide that they are appropriately classified. We recommend that you apply all limitations and prohibitions established on contracts with administrators under Indiana law to all of your Corporation administrators.]

In addition to the Superintendent, individuals employed in the following positions shall be considered administrators:

- A. Assistant Superintendent
- B. Director of Special Education
- C. ~~principal~~Principal
- D. ~~assistant-principal~~Assistant Principal
- E. (X) Director of Student Services
- F. (X) Director of Student Achievement
- G. Athletic Director

An administrator who supervises one (1) or more certificated employees shall not be part of the bargaining unit established for purposes of implementing collective bargaining in compliance with I.C. 20-29.

The contract entered into between the Board and an administrator shall be subject to the following conditions:

- A. If the administrator is a certificated employee, the basic contract must be the Regular Teacher's Contract as prescribed by the State Superintendent.
- B. The term of the initial contract for principals and assistant principals entered into after June 30, 2019, must be for a term of at least one (1) year and not more than three (3) years. A contract renewed after June 30, 2019, may be extended for no more than an additional three (3) years beyond the term of the original contract.
- C. Unless a provision in a contract between the Board and a principal or an assistant principal entered into or renewed before July 1, 2019, provides otherwise, the Board may not pay to a principal or an assistant principal, to buy out a contract entered into between the Board and the principal or assistant principal, an amount that exceeds the principal's or assistant principal's salary for any one (1) year under the contract. For purposes of this calculation, the principal's or assistant principal's salary does not include benefits or any other forms of compensation that the principal or assistant principal receives as payment under the contract other than the principal's or assistant principal's salary.
- D. The term of the initial contract for the Director of Special Education must be for at least two (2) school years.
- E. The contract for a principal, assistant principal, or Director of Special Education may be altered, modified, or rescinded in favor of a new contract at any time by mutual consent of the Board and the administrator if the contract when reduced to writing is consistent with Indiana law.
- F. The term of the initial contract for the assistant superintendent entered into after June 30, 2019 must be for a term of at least one (1) year and not more than three (3) years. A contract renewed after June 30, 2019 may be extended for not more than an additional three (3) years beyond the term of the original contract.
- G. Unless a provision in a contract between the Board and an Assistant Superintendent entered into or renewed before July 1, 2019, provides otherwise, the Board may not pay to an Assistant Superintendent, to buy out a contract entered into between the Board and the Assistant Superintendent, an amount that exceeds the lesser of: 1) the Assistant Superintendent's salary for any one (1) year under the contract; or 2) \$250,000. For purposes of this calculation, an Assistant Superintendent's salary does not include benefits or any other forms of compensation that the assistant superintendent receives as payment under the contract other than the Assistant Superintendent's salary.
- H. **The contract between the Board and an assistant superintendent, principal or assistant principal may not provide for the awarding of a monetary bonus or other incentive that is based on the approval of a public question under I.C. 6-1.1-20 or I.C. 20-46 (referendum).**
- I. Administrators other than the Superintendent, Assistant Superintendent, Director of Special Education, principal, and assistant principal shall be one of the following:
 - 1. **"at-will" at will** employees. Their employment may be terminated with or without cause at any time. The following administrators are **"at-will" at will** employees:
 - a. **Athletic Director** _____
 - b. **Director of Student Achievement** _____
 - c. **Director of Student Services** _____
 - 2. employed by specific contract. The term of the initial contract entered into after June 30, 2019, must be for a term of at least one (1) year and not more than three (3) years. A contract renewed after June 30, 2019, may be extended for not more than an additional three (3) years beyond the term of the original contract. Unless a provision in a contract between the Board and an administrator other than the Superintendent, Assistant Superintendent, Director of Special Education, principal, or assistant principal entered into or renewed before July 1, 2019, provides otherwise, the Board may not pay to an administrator other than the Superintendent, Assistant Superintendent, Director of Special Education, principal, or assistant principal, to buy out a contract entered into between the Board and that

administrator, an amount that exceeds the lesser of: 1) the administrator's salary for any one (1) year under the contract; or 2) \$250,000. For purposes of this calculation, an administrator's salary does not include benefits or any other forms of compensation that the administrator receives as payment under the contract other than the administrator's salary. The following administrators other than the Superintendent, Assistant Superintendent, Director of Special Education, principal, and assistant principal are employed by specific contract:

- a. **Athletic Director**
- b. **Director of Student Services**
- c. **Director of Student Achievement**

☒ Only those candidates for employment recommended by the Superintendent will be employed by the Corporation.

☒ Only those candidates for employment chosen by the Board from a group selected by the Superintendent will be employed by the Corporation.

☒ When any recommended candidate has been rejected by the Board, the Superintendent shall make a substitute recommendation.

☐ ~~The Board will not employ (but may reemploy) the~~

~~() children, siblings, spouse, parents, in laws, or bona fide dependents of a Board member. () except that such relatives or dependents may be employed only for a period which does not exceed one (1) school year. [END OF OPTION]~~

~~() children, siblings, spouse, parents, in laws, or bona fide dependents of a regular full time administrator. () except that such relatives or dependents may be employed only for a period which does not exceed one (1) school year. [END OF OPTION]~~

Should the Board choose to employ a spouse or dependent of an administrator, the administrator shall submit a Uniform Conflict of Interest Disclosure Statement using State Board of Accounts Form 54266 for acceptance by the Board. This disclosure shall be submitted for acceptance by the Board before the Board considers the approval of the employment of the spouse or dependent.

☒ Relatives of administrators may be employed by the Board, provided the staff member being employed is not placed in a position in which s/he would be supervised directly by the relative staff member.

☒ Any administrator's intentional misstatement of fact or omission material to qualifications for employment or the determination of salary shall be considered by this Board as a reason for contract cancellation.

☒ The employment of administrators prior to approval by the Board is authorized when their employment is required to maintain continuity in the educational program. Employment shall be recommended to the Board at the next regular meeting.

☒ Wherever possible, positions shall be filled by properly-licensed administrators.

☐ ~~The Board shall review a candidate's previous work experience in determining his/her salary.~~

Prior to employment, the candidate's eligibility to work shall be checked using E-Verify and the candidate shall execute the verification of eligibility to work under penalty of perjury as required by I.C. 12-32-1-6. The candidate's written verification of eligibility to be employed shall be retained in the employee's personnel file for no less than five (5) years.

In the contract with an administrator, the Board may provide compensation for services performed for a time, either before or after the school term, as considered necessary by the Board.

All contracts for the employment of administrators shall be approved by a majority of the full Board and, after approval by the Board, they shall be signed by the Board President and Secretary, or the Board Vice-

President if either of these officers is unavailable for any reason.

~~The Superintendent shall prepare administrative guidelines for the recruitment and selection of all administrators.~~

I.C. 12-32-1-6

I.C. 20-26-5-4(8)

I.C. 20-28-6-2 thru -7

I.C. 20-28-8-13

I.C. 35-44.1-1-4

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