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### **Revised Policy - Volume 35, No. 2 - July 2023**

#### **1220 - EMPLOYMENT OF THE DIRECTOR**

The Board of Managers vests the primary responsibility for administration of this Cooperative in the Director of Special Education. The appointment of the Director is, therefore, one of the most important functions the Board can perform.

Whenever the position of Director of Special Education becomes vacant, the Board ~~will~~ shall appoint a Director and fix the salary and term of employment for the Director, which will be no less than two (2) years. However, a subsequent contract may be for a term of any duration.

The Board ~~will~~ shall actively seek the best qualified and most capable candidate for the position of Director.

**[ x ]** It may be aided in this task by:

- A. ( x ) a committee of Board members;
- B. ( x ) the services of professional consultants;
- C. ( x ) the counsel of the retiring Director;
- D. ( ~~x~~ ) ~~the participation of members of the community.~~

Recruitment procedures will be prepared in advance of the search and will include:

- A. ( x ) preparation of a written job specification for the position of Director;
- B. ( xx ) preparation of written specifications of qualification in addition to proper State certification;
- C. ( ) preparation of informative material describing this Cooperative and its educational goals;
- D. ( x ) where feasible, the opportunity for applicants to visit the schools of this Cooperative;
- E. ( x ) the requirement that each selected candidate for the position be interviewed by Board members in a format that encourages the candidate to express the candidate's educational philosophy;
- F. ( x ) solicitation of applications from a wide geographical area;
- G. ( x ) consideration of all applicants fairly without discrimination on the basis of race, sex, age, religion, ethnic background, disability, or other condition unrelated to the position of Director.

**[ x ]** The Board, or a committee of the Board, may meet in executive session to make an initial exclusion of applicants to no less than three (3) applicants.

No person may be employed as Director unless the individual has signed an employment contract with the Board. Such contract ~~will~~ shall be in the basic form of the regular teacher's contract and ~~will~~ shall include:

- A. ( x ) the term for which employment is contracted, including beginning and ending dates;
- B. ( x ) the salary which the Director ~~will~~ shall be paid and the intervals at which it ~~will~~ shall be paid;
- C. ( x ) the benefits to which the Director is entitled;
- D. ( x ) such other matters as may be necessary to a full and complete understanding of the employment contract.

#### **Anti-Nepotism:**

'Relatives' include: children, stepchildren, siblings, half-siblings, step-siblings, spouse, domestic partner, parents, stepparents, in-laws, or bona fide dependents of a Board member or the Director.

**[NOTE: Choose Option A or Option B below]**

#### **[Option A]**

[ x ] Relatives of Board members may be employed by the Cooperative, provided the member of the Board involved does not participate in any way in the discussion or vote on the employment. Should the Cooperative choose to employ a relative as herein defined, both the relative and the Board member ~~must~~ shall file a conflict of interest statement. ~~(-) Except that such relatives may be employed only for a period which that does not exceed one (1) school year.~~ **[END OF OPTION]**

#### **{Option B}**

~~[ ] The Cooperative will shall not employ (but may reemploy) the relative of a Board member.~~ **[END OF OPTION]**

**[NOTE: Choose Option C or Option D below]**

#### **{Option C}**

[ x ] Relatives of the Director may be employed by the Cooperative, provided the staff member being employed is not placed in a position in which the staff member would be supervised directly by the Director. ~~(-) Except that such relatives may be employed only for a period which that does not exceed one (1) school year.~~ **[END OF OPTION]**

#### **{Option D}**

~~[ ] The Cooperative will shall not employ (but may reemploy) the relatives of the Director.~~ **[END OF OPTION]**

#### **Non-Fraternization:**

**[NOTE: Choose Option E or Option F below]**

#### **{Option E}**

[ x ] Cooperative employees may not date, develop romantic relationships with or have sexual relations with individuals who are the employee's supervisor or those that they supervise. **[END OF OPTION]**

#### **[Option F]**

[ x ] If Cooperative employees in a supervisor-subordinate relationship choose to date, engage in a romantic relationship, or have sexual relations the employees ~~must~~ shall notify the Cooperative's administration and accept the Cooperative's decision to transfer one or both of the employees so that they no longer have a supervisor-subordinate relationship. Anyone employed in a managerial or supervisory role needs to heed the fact that personal relationships with employees who report to them may be perceived as favoritism, misuse of authority, or potentially sexual harassment, and, ~~consequently~~ consequently, are unacceptable. **[END OF OPTION]**

**[NOTE: Other optional selections to be completed]**

[x ] Cooperative employees may date and develop friendships and relationships with other employees - both inside and outside of the workplace - as long as the relationships do not have a negative impact on their work or the work of others.

[x ] Any relationship that interferes with the Cooperative culture of teamwork, the harmonious work environment, or the productivity of employees, ~~will~~ shall be subject to discipline, up to and including termination.

[x ] Adverse workplace behavior - or behavior that affects the workplace that arises because of personal relationships - ~~will~~ shall not be tolerated. Cooperative employees who disregard this policy ~~will~~ shall be subject to discipline, up to and including termination.

~~[ ] The Director so appointed will shall be devoted to the duties of the office.~~

☒ Any candidate's intentional misstatement of fact material to qualifications for employment or the determination of salary ~~will~~ shall be considered by this Board to constitute grounds for dismissal.

~~☐ The person selected for the position of Director will shall be required to undergo a physical examination reasonably related to the duties the Director will be required to perform, the cost of which will shall be borne ( ) by the Board. ( ) by the candidate.~~

The contract may be altered, modified or rescinded for a new one at any time by mutual consent of the Board of Managers and the Director. The consent of both parties ~~must~~ shall be in writing. The rights of a Director as a teacher under any other law are not affected by the contract.

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Legal                      I.C. 5-14-1.5-6.1(b)(5) and (10)  
                                 I.C. 20-28-8-9  
                                 I.C. 20-28-8-10  
                                 I.C. 20-28-8-11  
                                 I.C. 20-28-8-12  
                                 I.C. 20-28-10-13