

Board Policy and Administrative Guideline Revisions

Revise Board Policy 1230

1230 Responsibilities of the Executive Director

The Executive Director shall strive to achieve Corporation goals by providing educational direction and supervision to the professional staff and supervision to the support staff and by acting as a proper model for staff and students both in and outside the Corporation. In addition, the Executive Director shall exercise the authority delegated to him/her regarding policies and/or guidelines (Bylaw 0132.2).

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Duties and Responsibilities

The Executive Director shall be directly responsible to the Board for the performance of the following assigned duties and responsibilities:

- A. keep the Board informed of school operation by preparing monthly Board agendas, providing oral and written communication, scheduling management team committee meetings, and requesting special Board meetings that become necessary to keep the Board properly informed
- B. ensure that all aspects of Corporation operation comply with State laws and rules/regulations as well as Board contracts and policies
- C. establish and maintain a written educational plan required by law and consistent with the educational goals adopted by the Board
- D. ensure proper implementation of the current Corporation-wide instructional plan as it applies to each building, **which includes being present in the Corporation buildings during the regular school day and all other contracted days unless attending school-related conferences, meetings or other activities approved by the Board or unless utilizing sick or vacation days**
- E. strive to increase the efficient use of Corporation resources in the daily operations of the schools
- F. enforce the school attendance laws
- G. assign staff to achieve the maximum benefit toward the attainment of educational goals
- H. evaluate the progress of the professional and support staff toward the attainment of educational goals
- I. analyze the results of instructional program development as it applies to the Board's educational goals
- J. recommend changes in instructional or staffing patterns based on an analysis of staff and program progress
- K. work cooperatively with parents and community groups concerned with programs in the schools
- L. develop personal capabilities in personnel strategies and facility management
- M. work cooperatively with the Board and administrative staff
- N. strive toward the highest standards of personal conduct
- O. perform such other duties as the Board may direct

New (need NEOLA admin guideline number in 3000 range)

Personnel Files. The official personnel file shall be maintained in the Administrative Offices of Central Nine. A teacher, upon request, shall have access and the right to receive a copy of any material in their personnel files with the exception of any pre-employment or hiring recommendation provided to Central Nine on a confidential basis. Any evaluative, disciplinary, and/or any derogatory material will not be placed in the file after March 1, 2004, without providing the teacher an opportunity to first review that document(s). A teacher has a right to respond in writing to any document for which he/she have a right to review and any such response shall be attached to the document for which it is a response or rebuttal. No written materials may be used by Central Nine to be the basis for discipline or evaluation of a teacher unless Central Nine first discloses the substance of the document relating to the teacher and allows the teacher an opportunity to respond. [\[Formerly Article V, Section 1\]](#)

New (need NEOLA admin guideline number in 3000 range)

Postings of Position to be Filled.

- A. Notices of all vacancies in (1) present bargaining unit positions and additional services positions which become vacant and are to be filled; (2) newly created bargaining unit positions and additional services positions; (3) present administration positions which become vacant and are to be filled, and (4) newly created administrative positions shall be posted by Central Nine. Notices shall be posted on the Career Center Web page, Central Nine Administrative Offices, and in the teachers' lounge prior to five (5) working days during the school year and ten (10) calendar days during the summer recess prior to filling said vacancy except in cases where a position must be filled immediately. In cases where a vacancy to be filled must be filled immediately, Central Nine shall notify the Teachers' Association of the reasons within three (3) calendar days of filling the position. On or before April 1 of each school year Central Nine shall post pursuant to this Section all known positions to be filled for the following school year.

[\[Formerly Article V, Section 1\]](#)

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- B. A position posting shall include the effective date of the new position, compensation if different than a regular full year contract, licensing requirements, and deadline for application.
- C. Teachers employed by Central Nine who meet the qualifications will be given consideration in filling vacancies.
- D. Regular day teachers will have first consideration in evening school teaching positions in the program area in which they are currently employed.
- E. Anyone currently employed in the evening school programs will not be affected by Section D above.
- F. Nothing contained in this Article is to delay the responsibility of the Director and Governing Board to fill vacancies created by emergency situations.

| [\[Formerly Article V, Section 2\]](#)

| **New (need NEOLA admin guideline number in 3000 range)**

| Enrollment Notice: Within five (5) teaching days of the School District's receiving the enrollment reservations from the participating School Districts, that proposed class enrollment will be provided to the Association President and posted. Additionally the same notice of class numbers (not student names) will be provided within five (5) teaching days when the participating School District provides the names of students following the enrollment reservations. Career and technical teachers who have a class, for which an enrollment notice of twelve (12) or less pre-enrollment students in any section has issued, will be granted during the remainder of the school year up to three (3) professional days with pay for recruitment purposes. [\[Formerly Article V, Section 3\]](#)

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| **New (need NEOLA admin guideline number in 3000 range)**

| New Hagen Layoff-Recall Language [\[Formerly Article VI, Sections 1-6\]](#)

Revise Admin Guideline 3440(B)

3440B - USE OF PRIVATE CAR FOR SCHOOL BUSINESS

The Corporation has established the following means for providing reimbursement for the use of privately-owned vehicles used in the performance of assigned duties.

- A. All professional staff will be assigned to a school or office which becomes the home station. It will be the responsibility of each individual to provide his/her own transportation from his/her residence to his/her assigned station and to any other assigned spot to attend meetings for administrative or training purposes. This assignment may be different from day to day.
- B. When an individual's duties require his/her presence at other stations or places within or out of the Corporation, **and such individual has first requested and received authorization from the Executive Director or his/her designee to use his or her own automobile**, reimbursement for travel ~~may be requested. Such requests will be approved when the travel is scheduled or authorized by the Executive Director~~**shall be granted by the school for each mile traveled in furtherance of assigned school duties at the standard mileage rate established by the Internal Revenue Service for the business use of a car on the most recent July 1 date. [Formerly Article VIII, Section 1]**
- C. Sporadic or emergency travel will be authorized when made in connection with an assignment.
- D. **The school shall maintain liability insurance for the school's protection which shall include liability insurance for teachers who are authorized by the Director or his/her designee to transport students in their personal automobiles. This will not relieve the teachers from the responsibility of carrying adequate liability insurance on their personal vehicle. [Formerly Article VIII, Section 2]**

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New (need NEOLA admin guideline number in 3000 range)

In Service Training Conferences:

- A. Professional staff members will be allowed reimbursement of all approved expenses for attending educational conferences provided prior approval of attendance is granted.
- B. Permission may be granted by the Director for attendance at conferences within Indiana lasting not more than three days. Permission should be requested at least two weeks in advance of the conference.
- C. Permission for attendance at such conferences requiring travel outside Indiana or lasting more than three days may be granted by the Governing Board. The request for attendance must be received at least two weeks prior to the date of the regular Governing Board meeting preceding the conference.
- D. All professional personnel are encouraged to attend the annual State Vocational Education Conference. Reimbursement for this conference will be the amount approved for reimbursement by the appropriate State Agency.

[Formerly Article VIII, Section 14]

New (need NEOLA admin guideline number in 3000 range)

Adult Classes:

- A. Regular full-time certificated personnel will be given the first opportunity to teach adult classes for which they are qualified, provided they continue to teach in the adult program each semester when a class for which they are qualified is offered.
- Regular full-time certificated personnel will be limited to not more than two (2) adult classes each semester.
- B. Regular full-time certificated personnel will be given the first opportunity to teach adult classes for which they are qualified when an outside teacher fails to maintain continuous service by teaching in the adult program each semester.

[Formerly Article VIII, Section 23]

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Grievance Procedure

In order to facilitate the prompt and orderly disposition of grievances, the school shall follow the grievance procedure set forth below unless otherwise specifically addressed elsewherein the Administrative Guidelines or Board Policy.

- A. A claim by a teacher or the Association that there has been a violation misinterpretation or misapplication of any provision of this contract; or any rule, order, or regulation of the Board; State law or regulation; the individual teacher contract; or the supplemental teacher contract may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, he/she shall within twenty (20) days of the date the grievant knew or reasonable should have known of the grievance first file (using Grievance Report Form, Appendix D) the alleged grievance with his/her building principal and/or immediate supervisor, either personally or accompanied by an Association representative.
- C. If, as a result of the informal discussion with the building principal or immediate supervisor, a grievance still exists, he/she may invoke a formal grievance procedure through the Association. The form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal.
- D. Within ten (10) working days of the receipt of the written grievance, the principal shall communicate his/her answer in writing to the grievant. The Association's representative may request a meeting in an effort to resolve the grievance.
- E. If the Association is not satisfied with the disposition of the grievance, the grievant may, within ten (10) days appeal to the Director. Within ten (10) working days, the Director or his/her signee shall meet with the Association's representative concerning the grievance and shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the grievant.
- F. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made, the Association or the Director, upon written notice to the other, may submit the grievance to mediation under and in accordance with the rules of the American Arbitration Association, pursuant to the following procedure. This must occur within twenty (20) days of the board decision.
- G. If mediation is unsuccessful and non-binding arbitration is necessary, the Director and the Association shall attempt to select an arbitrator by mutual

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agreement. If the two parties cannot agree on the arbitrator, or a method of selecting an arbitrator, within ten (10) days after notification is given, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

- H. If the Board of Central Nine shall not agree with the final award and determination by the arbitrator, then it shall not be bound by the arbitration award or any part thereof.

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Powers of Arbitrator

A. The arbitrator shall have no power:

1. To add to, subtract from, disregard, alter, or modify any of the terms of the Collective Bargaining Agreement, Central Nine Board Policy or Central Nine Administrative Guidelines.
2. To rule on the termination of services exclusively related to the extra-curricular schedule or bonus situation.
3. To rule in regard to the dismissal of, or the renewal or non-renewal of any contract for, any teacher.
4. To rule in regard to any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including specifically any matter subject to the procedures specified in the Teacher's Tenure Act, the Equal Employment Opportunity Act of 1963, Civil Rights Act of 1964, Executive Order 11246, Acts subject to enforcement by the Wage and Hour Division of the U.S. Department of Labor, or Indiana Acts subject to enforcement by the Indiana Civil Rights Commission.
5. To change any practice, policy, or rule of the Board or to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board.
6. To issue an award that is binding on the parties. The award shall be considered by the parties. However, in the event the Central Nine Board disagrees with the arbitrator's decision, the decision of the Director shall be final.

- B. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have the power to determine the arbitrability of any grievance. In the event that a case is appealed to an arbitrator on which he has no power to rule, the grievance shall be resolved by the prior determination by the Director and the grievance shall be deemed resolved.

C. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them.

Former Article XI – Addressed by Admin Guideline 3122

Former Article XII – Addressed by Admin Guideline 3122(B)

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