



STATE OF INDIANA

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Re: Complaint 25-FC-100
Martin Beasley (Complainant) v.
DeKalb County Central United School District (Respondent)

This advisory opinion is issued in response to the above-referenced complaint filed May 9, 2025.

A Notice of Complaint, along with a copy of the complaint, was sent to the Respondent on October 23, 2025, requesting a formal response by November 21, 2025. A formal response, submitted by Attorney Timothy Shelly of Warrick & Boyn, LLP on behalf of Respondent, was received in this office on November 21, 2025.

The complaint alleges that Respondent violated the Open Door Law (ODL) by failing to act on Complainant's contract for extracurricular services at a public meeting.

ANALYSIS

ODL requires public agencies to conduct and take official action openly, unless otherwise expressly provided by statute, so the people may be fully informed. Indiana Code (IC) 5-14-1.5-1. As a result, the ODL requires all meetings of the governing bodies of public agencies to be open at all times to allow members of the public to observe and record the proceedings. IC 5-14-1.5-3(a).

Complainant states that on April 17, 2025, a press release was issued by Respondent in which Complainant was publicly released from his duties as boys' basketball coach for Respondent. Complainant alleges this action was a violation of ODL because action to dismiss Complainant was not taken at a formal board meeting.

The confusion seems to be the difference between the two (2) contracts that Complainant had with Respondent: a teacher contract and a supplemental contract for extracurricular services, specifically to coach basketball. Respondent explained that the state mandated regular teaching contract which, in accordance with Indiana law, automatically renews year-to-year absent action by the Respondent's Board of Trustees (Board). However, the contract for extracurricular

services is a supplemental contract, which includes a definite term or duration and therefore terminates or expires at the end of the period.

Respondent states that the extracurricular services contract was subject to annual renewal and therefore required a recommendation and action by the Board to renew the contract for a subsequent year. Respondent states that since renewing the contract was not recommended, no action by the Board was required.

The intent of the ODL is that official action of public agencies be conducted and taken openly in order that the people may be fully informed. IC 5-14-1.5-2(d) states that "official action" means to:

- 1) receive information;
- 2) deliberate;
- 3) make recommendations;
- 4) establish policy;
- 5) make decisions; or
- 6) take final action.


These aspects require active participation. Failure to act is not an element of the definition of "official action".

Respondent included a copy of the school's policy manual dealing with extracurricular services. Under section 3120.08 Employment of Personnel for Extra-Curricular Activities it states that the "Board authorizes the Superintendent to recommend candidates for employment by the Board". Respondent has stated that the Superintendent did not recommend renewal of Complainant's contract for extracurricular services, and therefore, the Board was not required to act, nor did it act, on renewing or terminating Complainant's contract. The contract simply ended.

There was no official business for Respondent to address related to Complainant's extracurricular services contract. This office agrees that no action by Respondent was necessary at a public meeting under the ODL.

CONCLUSION

This office finds that the Respondent did not violate ODL by failing to act at a public meeting, where no action was required.



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