

**MINUTES OF MEETING OF BOARD OF TRUSTEES
OF
CLAY COMMUNITY SCHOOLS**

A regular session meeting of the Clay Community Schools Board of Trustees was held at the Central Administrative Office, 1013 S. Forest Avenue, Brazil, IN 47834, on Thursday, May 11, 2017. Tom Reberger, Michael Shaw, Andrea Baysinger, Ron Scherb, Kevin Kumpf, Amy Burke Adams and Shane Wiram were present.

I. Call to Order

The meeting was called to order at 7:30 p.m. Board President Kevin Kumpf led those in attendance in the pledge and Superintendent Jeff Fritz offered the prayer.

II. Consent Agenda

A. Claims

B. Board Meetings

Special Session Minutes: April 13, 2017

Regular Session Minutes: April 13, 2017

Executive Session Certification: April 13, 2017

C. Field Trips

1) North Clay Middle School 7th and 8th grade band members to Kings Island in Mason, OH, May 20, 2017, requiring out-of-state travel.

2) Northview High School cross country runners to Lincoln State Park/Holiday World in Spencer County, Indiana, July 10-13, 2017, to prepare for cross country season, requiring overnight stay.

3) North Clay Middle School students who wish to participate to Washington, D.C., March 22-27, 2018, requiring out-of-state travel and overnight stay.

D. Personnel

A. LEAVES OF ABSENCE

1. Certified

a. FMLA	NCMS	Leslie Cordray
b. FMLA	NHS	Jamie Elwell
c. FMLA	ME	Karen Cooper
d. FMLA	CO	Tim Rayle

2. Non-Certified

a. Employee Not Eligible for Leave	ESE	Susie Treash
b. Employee Not Eligible for Leave	SE	Janna Short
c. FMLA	CO	Patty Dyer
d. Employee Not Eligible for Leave	FPE	Karen Morris
e. Medical Leave of Absence	TRANS	Linda Neier

B. RETIREMENTS

1. Certified	None
2. Non-Certified	None
3. Place on Retirement Index	None

C. RESIGNATIONS

1. Certified
 - a. Secondary Science Teacher NHS Kim Perez
Effective at the end of the 2016-17 school year
2. Non-Certified
 - a. 29-hour Custodian CCHS Sandy Barger
 - b. 29-hour Instructional Assistant CCE Tara Hasler
3. ECA Resignations
 - a. Boys' Head Basketball Coach NHS Clint Weddle
4. ECA Lay Coaches None

D. TRANSFERS

1. Certified None
2. Non-Certified None

E. EMPLOYMENT

1. Certified
 - a. Special Education Teacher ESE Lori Gillespie
 - b. 3rd Grade Teacher ESE Josie Parent
 - c. Summer School IREAD 3 FPE Elaine Clarke
 - d. Summer School IREAD 3 FPE Nona Lancaster
 - e. Summer School IREAD 3 FPE Amy Hardey
 - f. Summer School IREAD 3 FPE Lisa Denker
 - g. Summer School Physical Education CA Ruth Ann Medworth
 - h. Summer School Physical Education CA Erica Garrison
 - i. Summer School Algebra I CA Shannon Nevins
 - j. Summer School English 10 CA Debra Allen
2. Non-Certified
 - a. Summer School IREAD 3 Instr. Asst. FPE Stacy Monnett
 - b. Summer School IREAD 3 Instr. Asst. FPE Stephanie Farkas
 - c. Summer School IREAD 3 Instr. Asst. FPE Kayla Withers
 - d. Summer School IREAD 3 Instr. Asst. FPE Ryan Thompson
 - e. Summer School APEX Lab Proctor CA Pat Krider
 - f. Summer School Sp. Serv. Instr. Asst. CA TBD
if needed, for Algebra I
 - g. Summer School Sp. Serv. Instr. Asst. CA TBD
if needed, for English 10

F. EXTRA-CURRICULAR

1. Extra-Curricular Certified None
2. Extra-Curricular Non-Certified None
3. Extra-Curricular Lay Coach None
4. Supplemental

G. CHANGES

1. Certified None
2. Non-Certified None
3. ECA-Lay Coaches None

H. VOLUNTEERS

1. CLASSROOM

Clay City Elementary

- a. Steve Blankenship
- b. Courtney Brown
- c. Angela Burrus
- d. Larry J. Grant, Jr.
- e. Elizabeth Null
- f. Gary Waite

East Side Elementary

- a. Laura Smiley

Jackson Township Elementary

- a. Miranda Goodale
- b. Andrew Sebastian

Staunton Elementary

- a. Ashleigh Baumgartner
- b. Raymond Morris

Van Buren Elementary

- a. John Cesinger
- b. Britany Dean
- c. Michael Evinger
- d. Jessica Hardman
- e. Kelly High
- f. Chelsey Mathews
- g. Lynann Mathews
- h. Seth Smock

North Clay Middle School

- a. Chad Miller
- b. Sheena Steuerwald
- c. James Scott Walker
- d. Joni Yockey
- e. Lori Pierce
- f. Steven Pierce

Clay City Elementary/Clay City Jr/Sr High School

- a. Michelle Ricketts

Forest Park Elementary/North Clay Middle School

- a. Kimberly Herzog

Jackson Township Elementary/North Clay Middle School/Northview High School

- a. April Lovett

Van Buren Elementary/North Clay Middle School/Northview High School

- a. Andrew Beau Bailey
- b. Jodi Green
- c. Michael Long

2. ATHLETICS/ECA

None

I. TERMINATIONS

None

Mr. Scherb moved to approve the consent agenda. Mrs. Adams seconded, and the motion was approved by a 7-0 vote.

III. Comments from Patrons

None at this meeting.

IV. Old Business

A. Building Project Update

Mr. Rodney Herb of Garmon Construction Services provided an update of the building projects at Clay City Jr/Sr High School and Northview High School.

At Clay City, on the new student activities center, all of the concrete walls have been poured and they are waiting on pre-cast walls to arrive. The plumbing rough-in has been started. In the new locker room area, old lockers are being demolished and is well underway. For the band addition, it is mostly up, and work is being done on the roof. Spray foam is being put on the outside of the band addition in preparation for brick. In the auditoria, heavy demo has started, and they will start in-filling the floor and bringing it up to grade. On the Phase 4 interior renovations, it is going as planned.

At Northview, interior remodels are continuing. Restroom renovations upstairs are well underway. The new math addition is up and the roof is under a membrane, awaiting metal roof panels. Once the windows are in the math addition, finish work, such as painting, doors, and hardware, will begin. For the new student activities center, installation of pre-cast panels has begun, with nine panels being installed today. Summer work scheduled for Northview includes the English wing and the Social Studies area, with the intent being to have those areas ready for teachers when they come back in the fall.

At North Clay Middle School, the locker count was finalized at 913, and that work is underway. Painting contractors will work on paint prep so that it will be ready for lockers as soon as school gets out for the summer.

B. Proposed Job Description for District Technology Instructional Specialist – Second Reading

Superintendent Fritz reminded the school board that this would be a 200-day teacher contract, and this person would focus specifically on curriculum and instruction and not on the working ins and outs of the computers.

Mr. Wiram moved to approve the second reading of the job description for District Technology Instructional Specialist. Mrs. Baysinger seconded, and the motion was approved by a 7-0 vote.

C. Board Policy 6305 – Student Wellness – Revision – Second Reading

Mr. Reberger moved to accept the recommendation to approve the second reading of Board Policy 6305 – Student Wellness – Revision. Mr. Scherb seconded, and the motion was approved by a 7-0 vote.

V. Superintendent's Report

Superintendent Fritz noted the following:

- Thank-yous were sent out to all employees, specifically: bus drivers and the transportation department for transporting students to and from school each day safely; mechanics, maintenance, and grounds crews for keeping everything in good working order and looking nice; the technology department that is busy all the time; custodians who keep the buildings clean; office staff for doing a great job; nurses, who not only work with the issues with students but also with staff members; cooks, with the meals that they make; IAs who work specifically with students; and teachers and administrators who have not just chosen a profession or occupation but rather have chosen a calling. Superintendent Fritz appreciates all of them, and he is very proud of the great school family.

VI. New Business

A. Personal Finance Class Presentation – Dave Ramsey's Foundations in Personal Finance

Curriculum and Grants Coordinator Kathy Knust and Clay City Jr/Sr High School teacher Desiree Cochran made a presentation regarding the Dave Ramsey program that was proposed for adoption in Item VI. E. on this agenda. The program is to be available for CCHS and NHS students in the Personal Finance class if approved.

Prior to the presentation, Mrs. Knust pointed out that the Personal Financial Responsibility course is a course required by the school corporation, and all students must complete this course in order to meet local graduation requirements. She noted that teachers were sold on this course and feel it is the absolute best program for the school corporation's students.

Ms. Cochran then shared a standards comparison of the program currently being used to the Dave Ramsey program. During her PowerPoint presentation, she showed the advantages of moving to the Dave Ramsey program. She concluded her presentation by noting that the workbook would fit the needs of students and teachers and correlate to standards perfectly. A copy of Ms. Cochran's PowerPoint presentation will become a part of the official minutes.

B. Request to Approve ALICE Training Program

Dr. Shaw moved to approve the ALICE Training Program. Mrs. Baysinger seconded, and the motion was approved by a 6-0-1 vote, with Mrs. Adams abstaining.

C. Superintendent's Contract

Mr. Wiram moved to accept the superintendent's contract. Mr. Reberger seconded.

Under discussion, Mr. Scherb noted that he appreciated all of the principals in attendance at the meeting and that he was a little surprised there weren't more teachers at the meeting. He then stated that his position was going to be the same as it had been last month. He shared that he and Mr. Kumpf had talked as late as January and had felt that since the previous board, by consent, had decided to wait until next year,

they would be getting in a hurry in moving the contract back to July of 2016. He did not really understand why the board would be doing that.

Mr. Scherb then brought up a couple of items that did not make sense to him. First, he mentioned the approval of the step system for the administrators, which is the same as the step system for the teachers. He asserted that the board had been told in September or October of 2016 that if an administrator, such as a principal, moved into central office, the administrator would start at Step One, and he further asserted that there had been a couple of administrators who had done that, with Superintendent Fritz being the third one, and they were at the three-, four-, and five-step level. Mr. Scherb asked for an explanation. Superintendent Fritz stated that Mr. Scherb was incorrect; there had been one oversight on one central office administrator and, after meeting with Mr. Kumpf, it had been rectified. Mr. Scherb then wanted to know what the oversight had been. Superintendent Fritz replied that one administrator had been moved up another step and he should have been moved back one; the situation has been rectified, and the administrator has already paid back the money. To Mr. Scherb's contention that Superintendent Fritz was at Step Five, Superintendent Fritz responded that he was not; he was at Step One.

The second question posed by Mr. Scherb was in regard to the total cost of Superintendent Fritz's contract. Superintendent Fritz offered an explanation by sharing with the public that his evaluation had been conducted almost a year ago, in June of 2016, and at that time the board told him that it had a desire to extend his contract and consider a raise. At that time, Superintendent Fritz purposely waited until all other employees were taken care of; he waited until teachers, bus drivers, all classified employees, and administrators had settled. The reason for that was that, in his opinion, it was not good leadership to get something that someone else wasn't getting. In other words, he wasn't going to ask for a 2% raise if everybody else was only getting a 1% raise; he wasn't going to ask for a \$2,000 raise if everyone else was getting a \$1,000 raise. He brought the proposal to the board in the fall, after everyone else was settled, and was told at that time that the board would rather wait until the new board members came on board. It was brought back up by the board president two or three months ago. According to Superintendent Fritz, the revisions to his contract would include the same as all other administrators have. In other words, if all other administrators got a 1% raise, that's what he would get. If administrators got a \$1,000 raise, that's what he would get. The administrators' raises are based on what the teachers get, so it would be a direct mirror there. The step system for administrators that was approved in the administrative handbook this past fall was a 2% move on a step. It takes two to three years for an administrator to move from one step to the other. Superintendent Fritz would start out at Step One. He noted that it was much more lucrative for the teachers, as far as moving from one step to the next. Also in Superintendent Fritz's new contract, he noted that these words had been added six times: "In the event this agreement is terminated pursuant to the section prior to the end of the employment term, then the superintendent shall have no entitlement to pay or benefits beyond the superintendent's termination unless specifically granted in this contract". He had actually been counseled by some colleagues and good friends that they wouldn't sign this contract. However, Superintendent Fritz has been with the school corporation 34 years; he is committed to Clay Community Schools, and this is more than a job to him, as it was

when he was in the classroom, as it was when he was a building principal at Jackson Township, and as it was when he was a building principal at North Clay. He appreciates his job, he appreciates his school family, he is proud of what has been accomplished, and he is looking forward to more accomplishments over the next few years. He is very confident that the best days are ahead of us. Superintendent Fritz concluded his comments by stating that his contract was \$141,150. If it is approved, it would reflect any raises that the administrators received, which was \$1,000 last year. He would not move up on the step system. It would also reflect the additions that other administrators received on their insurance. He would receive no more nor no less than what other administrators received.

Mr. Scherb responded to Superintendent Fritz's comments by stating that this was a business decision, it was not an emotional decision. Nobody was complaining about the job Superintendent Fritz was doing; the only thing he was complaining about was that they had a three-year contract, and after twelve months they essentially would be tearing it up and starting all over again. Mr. Scherb pointed out that there was nothing in the contract, nor was there anything in the law that required the school board to give the superintendent the pay raise. The only reason the board was doing this tonight was because Superintendent Fritz had asked for it. To this, Superintendent Fritz responded, "That is incorrect". He explained that the only reason the school board was doing this tonight was because back in June, the board asked to revisit his contract to offer him a raise and to extend his contract. This was board-initiated; it was not initiated by Superintendent Fritz.

At this point, Mrs. Adams commented that if this had been brought up by the board in June of 2016, the board had many months to act upon it, and in November this had been tabled because the board couldn't agree upon the terms. The board had said it would take a fresh look at it in February. She added that this was her seventh year sitting on the board and her third superintendent contract to look at. She emphasized that her concerns about the contract had nothing to do with performance and nothing to do with leadership; it was a business decision, and the obligation was to the school corporation, to the community, to the taxpayers, and to future board members and future administrators and teachers and employees. The board's obligation was to take a look at the big picture and not the individuals. What concerned her about this contract was that she had yet to see a retroactive contract, to give raises for years past.

As for the new language referenced by Superintendent Fritz in regard to termination prior to the end of the employment term, Mrs. Adams shared her understanding that the language was referencing Indiana Code. She noted that Indiana law defined what should be in a superintendent's contract, to a degree, and what the causes of removal were. She asserted that the language would apply to anybody, even if it was not specifically in the contract.

Mrs. Adams also had a concern about the retroactive raise and retroactive benefits that would be given over the vote of a past board who approved the original contract. What bothered her about that was that some of those benefits had been recommended by Superintendent Fritz for the administrators. It was her view that if the board would make it automatic, then it would give the appearance that anything Superintendent Fritz

proposed for administrators would automatically benefit him. She deemed it to appear to possibly be a conflict of interest down the road and did not believe it to look objective.

Another section that bothered Mrs. Adams was the phrase "Paid out in cash". She had yet to see that in a contract for a government employee or a government agency. However, she noted that it could be her inexperience; she had only seen three superintendent contracts. But, the words "Paid to Fritz in cash" for certain sections bothered her.

An additional concern brought up by Mrs. Adams: Superintendent Fritz had mentioned that the raise was roughly \$1,000 for last year; the contract also mentioned 90%. Mrs. Adams read a portion of the statement from the contract, as follows: "In addition, if Fritz elects to take health insurance through the CCSC, then to reflect the Superintendent's increased contributions to medical insurance, his annual base salary as approved by the Board, will be increased by 90% of the full annual premium of a family plan on an annualized basis." Mrs. Adams questioned a contract that would have \$141,150 and a retroactive raise when the most Mrs. Adams had ever seen a superintendent paid was \$141,000, to a superintendent who had years more experience and degrees. She once again commented that she was just trying to be a good steward of tax dollars. Mrs. Adams wanted to know how much this was going to cost the county.

Mrs. Adams' final question concerned the fact that she did not see any evaluation criteria in the contract. She asserted that the other superintendents' contracts had a raise at the board's discretion, based on evaluation. It was her belief that administrators had something tied in with evaluation, and teachers' raises were performance-based. In response to Mrs. Adams' comment concerning raises based on evaluation, Superintendent Fritz stated that it was state statute for all administrators, including the superintendent; they cannot get a raise unless they receive an effective or highly effective evaluation. Mrs. Adams acknowledged that the evaluation criteria stipulation was in state statute, but she countered that she had seen the evaluation stipulation in contracts before, and the terms of dismissal that were in the contract were also in state statute.

As Mrs. Adams had said previously, she would be happy to take a look at a fresh contract that did not say July, 2016, but said July, 2017. She could not, in good faith, vote for something that would be a retroactive contract where benefits were being back-paid against the wishes and legal actions of another board. She reiterated that it was nothing personal; she loved Superintendent Fritz's performance and loved the leadership he brought to this community. Rather, it would be a decision based on what she felt was best for transparency, the public, the community, and future boards, employees, and students.

Mr. Scherb commented that what really bothered him was the hard feelings that had been brought on by this discussion. If it was a business decision, he didn't understand that, but it was time to vote and move on.

At this point, Mr. Reberger called for the question.

Mrs. Adams stated that maybe times change and procedures or protocol changes, but this was the first time that she recalled a superintendent who had asked for a raise; usually, it would be board-initiated. Also, this was the first contract she had seen that would tie the hands of the board and make the raise automatic. To this, Superintendent Fritz repeated his earlier comment that this had been board-initiated back in June of 2016. The board brought this to him, he did not bring this to the board. Mrs. Adams asserted the contract did not come up in June; rather, it was a contract of Superintendent Fritz's making, and the board had looked at different drafts of it over the last year. It was her contention that what was standard procedure was usually a year or two into a three-year contract discussion would start, mostly to benefit the superintendent, as she understood it, because most superintendents don't want their contract to run out or run into the last year. She commented that discussions are always ongoing, somewhat, but not formal with the board. Mrs. Adams theorized that the board in June of 2016 would probably have been having a discussion of Superintendent Fritz's evaluation and also of his first year contracted as superintendent, which would have just ended.

Mrs. Adams then commented that she didn't recall previous superintendents having a set salary for a situation where they would leave their position as superintendent for cause or without cause. She didn't recall seeing a salary of \$97,000-plus, along with all administrator benefits. It was her understanding that all superintendent contracts have an underlying teaching contract, which meant they would be guaranteed a job somewhere in the system. She asserted that in this case, if Superintendent Fritz decided to not be superintendent any more but still wanted to teach, he would be doing that for \$97,000 with full administrator benefits. Mrs. Adams didn't know of any teacher the school corporation has that is paid \$97,000. She added that the school corporation had struggled to increase the salaries of principals, which are in the upper \$80,000 – low \$90,000 range. To this, Board President Kevin Kumpf's response was that if the superintendent would be dismissed, that language was in the beginning contract, and they had all agreed on that, and a salary had been included. Mrs. Adams then asserted it was perhaps just her memory failing her because she did not recall \$97,000 and full benefits of administrators in that original contract. She then asked this question: Did the underlying teacher contract guarantee the superintendent administrator benefits, if he chose to go back into a classroom? In response to Superintendent Fritz's question as to what she was referencing, Mrs. Adams stated that she was looking at page 5 of the contract, Section 1.03 – Termination of This Agreement, Section (b), Item (iv) – Without a Finding of Cause – “The Board may terminate this Agreement without a finding of cause, and without due process or compliance with Indiana Code 20-28-7.5, by transferring Fritz to a position outside of the bargaining unit and paying him a salary that is either commensurate with the position or \$97,826.00, whichever is greater, and providing him the same fringe benefits that are offered to other CCSC administrators. In the event this Agreement is cancelled prior to the end of the Employment Term under this section, then the parties will negotiate a new agreement consistent with the terms stated in this section (iv), this Contract will terminate and will be superseded by the new agreement, and the Superintendent shall have no further entitlement to any pay or benefits under this Contract”. At this point, Superintendent Fritz noted that Mr. Kumpf had been correct in saying that had been in the original contract and that wording had never changed. He explained that was the salary that he was making at North Clay

Middle School; if the board decided it did not want him as superintendent any longer and wanted to transfer him to an administrative position, he would be transferred to another position as an administrator, which could be at central office or it could be at the building level, but he would make at least what he made at North Clay Middle School. It would not be a teaching position.

If the contract were to be approved at this meeting, going back to 2016, Mrs. Adams asked to confirm that Superintendent Fritz's salary for this year would be \$142,150 because he would then get the same estimated \$1,000 the administrators got in a raise. Superintendent Fritz replied that it would be whatever all the administrators received this past year, and he did not have that information in front of him at this meeting. Superintendent Fritz noted that he had sent emails out to the board several times over the last two or three months so the board would be privy to that information, and everything had been spelled out. Mrs. Adams then requested a figure, for public record. Superintendent Fritz stated that the contract would be public knowledge because it would be on the corporation website so everybody could see it.

Mr. Scherb commented that he was not sure he had enough information to really make a decision.

Mr. Wiram stated that he was embarrassed the board was having this conversation. Mrs. Adams responded, stating that was why there was a public board and why the public voted for people of different sections and at large. She then noted another part of the contract that bothered her, which was that the contract would be booted out automatically every year, and she contended that was because some people wanted to avoid a public hearing. Addressing Mr. Wiram's comment, Mrs. Adams stated that she was sorry if he was embarrassed, but being a public official meant asking questions that were tough. She stressed that it was not personal; this was the obligation of every board member. The board members do not have to agree on things, they just have to vote their conscience as to what is best for the community. Mr. Wiram agreed with that assessment and added that he thought the school corporation had a good superintendent and the board should act upon it and put a contract in front of the superintendent that was worth signing. In Mr. Wiram's opinion, this contract was not worth signing because the superintendent could be fired tomorrow, if the board wanted to. To this, Mrs. Adams responded by stating that nobody was talking about firing; they were talking about total numbers and being retroactive. Mr. Wiram then asked Mrs. Adams if she would sign this contract. She countered that she had enough questions about the contract and the retroactivity, and she didn't think it was fair as far as not offering the same kind of courtesies to the other staff. He agreed that they disagreed and stated that they needed to vote.

Mrs. Adams ended her comments by stating that she would love to have a solid number offered next month to the public, one that is based on facts and is part of a board presentation and official record.

The motion was approved by a 5-2 vote, with Mrs. Adams and Mr. Scherb opposed.

D. Alternative Education Grant Application

Mrs. Adams moved to accept the alternative education grant application. Mr. Reberger seconded, and the motion was approved by a 7-0 vote.

E. Request to Approve Textbook Adoption

Mr. Scherb moved to approve the textbook adoption. Mrs. Baysinger seconded, and the motion was approved by a 7-0 vote.

F. Board Policy 6445 – Denial of Board Consideration of Student Expulsion Appeals – First Reading

As per a request at the April 13, 2017, regular session, a first reading of Board Policy 6445 – Denial of Board Consideration of Student Appeals was included in the board packet. This was a first reading, so no vote was necessary.

Under discussion, Mrs. Adams stated that she did believe in due process of staff as well as students, and she did not understand the logic behind the consideration of creating board policy that would deny students the access to the board. She believed the public should have access to the board, whether they're employees or students, and she feared that the policy was being proposed because board members didn't want to bother with expulsion appeals hearings. She referred to the four expulsions since January of which the board was aware and the two expulsion appeal hearings where the board heard their case. As Mrs. Adams saw it, it was not a bother; in her opinion, it was a duty and an obligation as a public servant, and it was why one would run for office. She believed board members should not shirk their duties and write policy to avoid them. She asserted that, if this passed, where students couldn't appeal the decisions, then she feared what would be next would be a proposal to limit staff access to appeal to the board if they're terminated or disciplined. Mrs. Adams did not want to cut that route off. She commented that the board was here to serve the public and the members are elected by the public; they are here for the community and should not be shirking their duties and cutting off the access and the decision-making process of the board.

Mr. Scherb commented that it was certainly an uncomfortable situation for board members, but he thought the parents really appreciated this because for most parents, this was their last resort. They could go to the courts, but most probably couldn't afford it, or they just couldn't do that, for whatever reason. He didn't really feel comfortable with this process of listening to these problems that they've created, but to him it was a part of the process that was necessary. He didn't really think it was a good idea to eliminate this appeal.

Mrs. Adams wanted to know how many expulsions the school corporation had since January, or since the school year started in August of 2016.

Mrs. Baysinger shared that they had learned a great deal since this came about, and legal counsel had actually advised the board that many school corporations are doing away with this, just because it does create an issue, and there is a process where they can go through the courts. There is not a "stop" with the school board. Mrs. Adams

wanted to know what problem it was creating and countered that it was the board's responsibility for due process and it was the board's responsibility to make decisions.

Dr. Shaw shared his understanding of the situation by stating that the school corporation attorney explained that it didn't stop with the school board; they have the right to go over the school board's head and take it to court. Secondly, he shared his opinion that the school board had put in place fantastic administrators that are the first line in this process. To him, for the board to second-guess them, unless there was a complete dereliction of duty, which he could never anticipate happening, he did not foresee himself going against their decision. As he saw it, it was not that the board was trying to avoid a duty; rather, the board puts administrators in place to do their job, so let them do their job. If the parent or student feels they have some kind of a great case to get this overturned, then they can take it to court and go above and over the board's head. His feeling was to let the administration do their job, with the board being there to back them; if somebody has a situation where they want to go further, they can take it to court.

G. Bus Driver Shortage Discussion

Director of Extended Services Mike Howard offered a PowerPoint presentation regarding the discussion of the bus driver shortage. A copy of Mr. Howard's presentation will become a part of the official minutes.

Under discussion, Mrs. Adams wanted to know if exit interviews were conducted when bus drivers left employment to ask why they were leaving. Mr. Howard stated that they do ask why they're leaving, and they typically know where a bus driver is going. Mrs. Adams then wanted to know what we were not offering – is it money? is it benefits? – that someone else is. Mr. Howard clarified that the school corporation does not currently have an exit interview process, which Mrs. Adams would like for the administration to consider.

Mr. Scherb offered his opinion that this would need to be brought back to the next school board meeting simply because Director of Human Resources Ernie Simpson was not at this meeting. Mr. Scherb added that it was obvious to everybody that this was not a Clay County problem. He noted that it should be obvious to everyone that Clay County has done an outstanding job of recruiting drivers. However, when there are field trip issues and when one driver is running two routes, then if somebody doesn't solve this problem, somebody else may solve it for us and we may not like the solution. Mr. Scherb also brought up the fact that there was one school bus in Clay County that was owned by a private individual, and this individual, who drives for the Shakamak district, had owned his own school bus for 52 years. It was Mr. Scherb's assertion that the school corporation might have to go to private drivers if no one can solve this problem. Mr. Scherb thanked Mr. Simpson for talking with him on the phone last week about this issue. He noted that Mr. Simpson was very aware of this and was trying to find solutions to this problem. Mr. Scherb observed that someone was going to have to be very creative to bring more people in, and he mentioned the possibility of a bonus at the end of the year. He suggested thinking outside the box to solve this problem. He also suggested the possibility of the issue being included in a discussion with state

representatives. Mr. Howard noted that the national organization was doing its scientific research and studies, and he was going to wait on that information to come back.

Discussion concluded with Mrs. Adams observing that a few years ago, when the school corporation first encountered this crisis, a bus driver had been dismissed or fired over use of leave. Mr. Howard interjected that the bus driver was once again driving for the school corporation. It seemed to Mrs. Adams that at that time, the school corporation lost a few more drivers who preemptively resigned because they were concerned they would be fired. She suggested maybe taking a look at the handbook for bus drivers and do something to increase their pay and their leave benefit in order to retain and attract more drivers. Mrs. Adams also mentioned that consideration had previously been given to drivers also working as IAs and others during the split in their driving time during the day, but because of the Affordable Health Care Act, they couldn't be allowed to do that because they were limited to 29 hours/week. In response to one of Mrs. Adams' comments, Mr. Howard stated that he and Mr. Simpson had a discussion concerning the possibility of additional leave days and bonuses. Mr. Simpson had noted that if those benefits were to be offered to the bus drivers, they would also have to be offered to other employment groups, which could end up costing the school corporation an additional one-half to three-quarters of a million dollars annually for current employees, and the school corporation could not afford to do that.

H. Request to Accept Early Intervention Grant for East Side Elementary

Dr. Shaw moved to accept the Early Intervention Grant for East Side Elementary. Mr. Scherb seconded, and the motion was approved by a 7-0 vote.

I. Request to Accept IAHPERD Grant for Jackson Township Elementary

Dr. Shaw moved to accept the IAHPERD Grant for Jackson Township Elementary. Mrs. Baysinger seconded, and the motion was approved by a 7-0 vote.

J. Request to Accept St. Vincent Clay Hospital Donation for Meridian Elementary School's Backpack Program

Mr. Wiram moved to accept St. Vincent Clay Hospital's donation for Meridian Elementary School's backpack program. Dr. Shaw seconded, and the motion was approved by a 7-0 vote.

VII. Board Member Comments

Shane Wiram wished all of the Northview and Clay City seniors the very best as they graduate, and he looked forward to going to those graduations. He offered thanks to everyone for another successful school year.

Amy Burke Adams thanked the principals who took the time to come to the meeting and offered thanks for the great school year. She wished them a wonderful, enjoyable, restful, stress-free summer.

Ron Scherb commented that he enjoyed the graduations, in particular all the excitement from the parents and the students.

Michael Shaw echoed the statements that had been made and offered his thanks to the wonderful principals for not only the great job they do in making this another fantastic year for students, but also for their attendance and support of our fine superintendent, which meant a great deal to him personally. Dr. Shaw also thanked

Kathy Knust and Desiree Cochran for their work with the Dave Ramsey program, which he deemed a fantastic resource for students, and he offered his full support for that program. In addition, he thanked Mike Howard for his great presentation, and he noted there was work to be done in that process and a lot to look in to. He concluded his comments by thanking Superintendent Fritz for the fine job he does, and he wanted Superintendent Fritz to know he had Dr. Shaw's vote of confidence.

Tom Reberger noted a coaching position is open at Northview High School, and he wanted the public to know, procedurally, how that will be filled, who decides, what's the timetable, who's going to be considered, and how they are going to be considered, so that everybody knows and everything is above-board. Superintendent Fritz responded, stating that the procedure that has been followed the last two or three times would be followed. Basically, it is done at the school level; there will be a committee, and that committee will look at the candidates and set up in-house and out-of-district interviews. It has been posted on the corporation web site. Right now, there are six people on the committee. Mr. Reberger suggested having an alternate on the committee so that if for some reason someone has a situation where they can't vote, there would be another person.

Kevin Kumpf commented that the board members had voiced their opinions; they were not all republicans, nor were they all democrats, and they tried to represent their districts or all districts in whatever the situation may be. He appreciated getting comments, either negative or positive, because it sometimes made one re-think his or her views. He, along with all board members, had no ill feelings towards another board member for giving their opinions, no matter how deep or in-depth they go. There will be times when he has an opinion that probably the majority of the board will not agree on either. But at least the board members have given their opinion, and a vote is taken, and everybody understands that vote is what stands, and they agree with it and move on. A lot of times decisions are made that are not personal, just business. Mr. Kumpf then reiterated the comments that other board members had made, agreeing that it had been a fantastic school year. He hoped everyone would stay safe for the remainder of the school year and summer.

VIII. Future Agenda Items

Ron Scherb would like to bring Ernie Simpson back in to the discussion regarding the school bus driver shortage. He suggested that perhaps the discussion should have been divided into local policies, state laws, and federal laws. In reference to Mike Howard's quarterly coal mine update to be presented at the June school board meeting, Mr. Scherb asked specifically to see picture #231 from the classroom pictures. Mr. Scherb also asked to see the finished total cost of that superintendent's contract, letter for letter, word for word, and he wanted to see all the blanks filled in.

Amy Burke Adams wanted to know if there were any updates on the old central office. Mr. Howard stated that the auction on the 29th had been successful, with nearly \$1,800 netted after all expenses. Also, there was to be one more shredding activity. He anticipated the building would be completely empty by the end of the summer. He suggested having a discussion right after the start of school to try to resolve what would be done with the building before this winter so the school corporation could get rid of that liability.

Tom Reberger suggested coming up with a list of options for the old central office building before that time in order to give the board time to think about them. Mr.

Howard stated that he could have those for the July school board meeting. Mr. Reberger noted that, legally, there was more than one way to dispose of the property, so he asked for a number of simple statements to indicate what could be done.

Prior to adjournment, Mrs. Adams clarified for anyone concerned about her abstention on the vote for the ALICE Training program that, because her primary job for eighteen years had been as a law enforcement officer, when it came to something like this, she felt it was her duty to abstain because she didn't want to appear as though she would be endorsing any form of security training.

IX. Adjournment

Having exhausted all agenda items, the meeting was adjourned at 9:12 p.m.

The meeting was audio recorded and copies may be requested by contacting the Central Administration Office.