

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

A Special Session of the Clay Community Schools Board of Trustees was held at the Central Administrative Office, 1013 S. Forest Avenue, Brazil, IN 47834, on Thursday, April 13, 2017. Tom Reberger, Michael Shaw, Andrea Baysinger, Ron Scherb, Kevin Kumpf, Amy Burke Adams and Shane Wiram were present.

I. Call to Order

The special session meeting was called to order at 7:30 p.m. by Board President Kevin Kumpf.

II. Public Hearing for Superintendent's Contract

Board President Kumpf explained that the Notice of Public Hearing for proposed amendments to the superintendent contract between Clay Community Schools and Jeffery D. Fritz was published on Wednesday, March 29, 2017, in *The Brazil Times*, *The Clay City News*, and *The Parke County Sentinel*, and the purpose of this hearing was to allow the board to meet to discuss and hear objections to and support for the proposed superintendent contract. Mr. Kumpf then opened the hearing for discussion.

First to speak was board member Ron Scherb. Mr. Scherb commented that he didn't know if he could agree with the proposed amendments at this time. He noted that twelve months ago a three-year contract had been signed, and the way he saw the proposed amendments written up, they would be going back to July 1 of 2016. He added that he would support extending the contract if it started July 1 of 2017, but at this time he didn't think he could support going back a full year on the contract. Mrs. Adams asked for clarification as to whether Mr. Scherb would support the amendments if they took effect July 1, 2017, going forward, which would bump it out three years and would be a new contract in essence, but not retro this contract back almost a year, to July 2016. Mr. Scherb agreed with Mrs. Adams' interpretation of his comments. For the benefit of the new board members, he noted that the board did consider this last year; the board never did meet in a public meeting, but it did meet in executive session, and as board president, he met individually with some of the members. The consensus at that time had been to wait a second year before the contract was extended any further. He asked all in attendance to understand that this was not about an individual or an individual performance. He thought the school corporation had a great superintendent who had done a great job. His concern was not about the superintendent's performance; rather, he was not real comfortable at this time with someone being on the job for one year and then going back and tearing up a three-year contract.

Mrs. Baysinger asked for clarification as to whether this had been based on an evaluation done last June, which Superintendent Fritz confirmed was correct. She further asked to clarify that the evaluation was done and the board just needed to go back and OK it, which Superintendent Fritz also confirmed. Mrs. Adams noted that the evaluation in Superintendent Fritz's original contract didn't have an evergreen clause. She shared her understanding of Indiana law that a superintendent would have a three-

year contract with an underlying teacher's contract. A three-year contract was originally signed, and the second year of the contract is coming to a close. As Mrs. Adams remembered the contract, it did not have an evergreen clause that would extend it by a year based on an evaluation. Mr. Scherb pointed out that the board evaluates the superintendent every year, as required by law; there is nothing required in law that says the board has to extend a superintendent's contract based on evaluation. Mrs. Adams added that an extension would be a term written into a contract itself, and the present contract that was signed almost two years ago does not have that, so the current contract does not have to be extended based on evaluation. She commented that it should be two separate issues.

Mrs. Adams stated that the new contract being proposed would have the evergreen clause that would boot the contract out; however, what was being asked was whether benefits being proposed now would be retroactive into the past. Mrs. Adams would support looking at what was being done now and moving forward with a brand new contract. She pointed out that the original contract was advertised according to Indiana law, the public looked at it, and the public had an opportunity to provide input. The contract was approved based on what the school board knew at the time. She would be willing to do the exact same thing now – look forward right now and to the future, and look at a new contract, but not give additional benefits for the past.

Mr. Wiram wanted to go on record as agreeing with passing the proposed contract as they have it. He shared his opinion that Superintendent Fritz was a very good superintendent and kept the school board from surprises like other counties have had. It was his belief that the school corporation had to pay if it wanted quality. He went on record as saying he was in favor of the proposed contract.

Mr. Reberger, likewise, wanted to go on record as saying he would support the contract as presented. He added that it had been studied and reviewed by the school corporation's legal counsel Michelle Cooper and, as he understood it, anything going back retroactive was simply to equate some inequities that were received by all of the other administrators. In fairness to Superintendent Fritz, Mr. Reberger thought the school board needed to do that. He concluded his comments by stating that he supported the contract and he would make the motion at the appropriate time.

There were no comments from patrons during the public hearing.

III. Adjournment

Having exhausted all agenda items, the meeting was adjourned at 7:37 p.m.

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