

**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 Tuesday, September 17, 2013. Tom Reberger, Kevin Kumpf, Fred Froderman, Jennifer Kaelber, Ron Scherb and Amy Burke Adams were present. Rob Miller was absent.

**I. Call to Order**

The special session meeting was called to order at 6:35 p.m. by board president Jennifer Kaelber.

**II. Athletic Trainers**

Dr. Timothy Rayle, Assistant Superintendent, read a letter addressed and sent to Superintendent Tucker by Jerry Laue, Administrator at St. Vincent Clay Hospital. The letter read as follows: "Clearly, the athletic trainer is considered a necessity by the parents of Northview High School athletes. St. Vincent Clay Hospital is committed to being a partner with the corporation to provide the athletic trainer service and to do what's best for the kids. Please accept this letter as an extension of the current contract until November 30, 2013. I hope this extension will relieve the anxiety of parents as we finalize a new cooperative agreement to provide an athletic trainer for Northview."

Following the reading of the letter, discussion ensued with patrons in attendance. Questions raised and points made by patrons who spoke included:

- Thanks were offered to Jerry Laue for taking the pressure off and for everything St. Vincent Clay had done for the last eight to ten years, free of charge to the school corporation.
- The question was asked as to why the school corporation needs another month to get a contract negotiated or work out language when the issue was brought to the attention of central office in July. Mr. Reberger responded to this question, commenting that it was his understanding that the concern was being able to provide a trainer for both schools, and as he understands it, St. Vincent Clay may or may not be able to also provide a trainer for Clay City. The language is written so that it appears an agreement will be able to be worked out for Northview. The school corporation would be paying part of the expense; however, Mr. Reberger has not seen anything in a proposal to know whether that expense is going to be a dollar or ten thousand dollars. Mr. Reberger is not going to vote for anything if a trainer cannot be provided for both schools. The language needs to be written so that the school corporation can work out what can be worked out with St. Vincent's and, if the only trainer they are able to provide is for Northview, the school corporation will then try to go through ISU or IU and come up with a trainer for Clay City: It is not an all-or-nothing situation. The desire is to give the school corporation flexibility and not put Mr. Laue under pressure to either provide two trainers or not get an agreement with the school corporation. Mr. Scherb agreed with Mr. Reberger and added that the school board does not

know what the cost is going to be at this point. He noted that it would not be fair to Nicole Gonzales to say she would be receiving a certain amount of dollars and that's all she was going to get.

- Although the patron did not disagree with any of the points that were made, he did not believe his question had been answered. He believed his question as to why nothing had been done yet when central office had been aware of the issue since July 1 was the source of all of the anxiety and why a roomful of people were in attendance. He again asked why it had taken until the middle of September when the contract was supposed to end on September 30 to get everyone to the table. He guessed if someone had talked to Mr. Laue in July, it might be known what those numbers would be.
- Mrs. Adams reiterated a comment she had made at a couple of board meetings that she is growing weary of being rushed into decisions. She referred to other issues where she believed the board had been forced into quick decisions, but when compared to this issue where someone has been in the school system and has been trusted by parents, the process has been slowed down to the point where months have gone by and it is still undecided.
- It was Mrs. Adams' understanding that the school corporation was looking at a \$22,000 contribution; however, Mr. Laue stated that was not correct, the amount had not been determined yet. He noted that it was one of his frustrations that there had not been an RFP where the school corporation had stated what they wanted.
- Mr. Laue apologized to the Clay City folks: It was never the intention to carve anybody out. He noted that St. Vincent Clay Hospital provided a trainer to Clay Community Schools, and that is who the contract was with. The hospital has been asked to re-evaluate that in a very short time and would be happy to entertain that. However, Mr. Laue does not know what the market is to find adequate coverage to do that, nor does he know what the cost would be.
- Mr. Laue stated that he had been asked to give an idea of what keeping Nicole Gonzales at her current rate would be, and the school corporation's contribution looks to be around \$12,000, which would be one-third of the cost. He added that St. Vincent Clay would still carry malpractice insurance and everything else.
- Mrs. Adams shared her opinion that the school corporation is "muddying the water". She noted that it is a clear issue right now about Northview and the athletic trainer. Instead of deciding this issue, the school corporation is side-tracking and saying "What about Clay City?" She agreed that Clay City should have been asked about and handled years ago, and she believed it to be unfortunate that it hasn't been.
- A patron commented that it was frustrating to hear Mr. Laue say that St. Vincent Clay was contracted with the school corporation, and for some reason it seems Clay City is not part of the corporation.
- Mrs. Adams reiterated her opinion that exploring Clay City right now is delaying the issue and muddying the water. She thought when she came to the meeting tonight a decision would be made so Ms. Gonzales would know whether she would have future employment or not. That is why a special session was called. She did not realize she was coming to this meeting just to say that the

administration could do what they know they would do anyway, which would be to shop around for the best person or company that can provide the service.

- Mr. Scherb disagreed with Mrs. Adams and stated that he believed the school corporation needed to get the whole situation handled. He had no problem proceeding this way.
- Mr. Scherb asked Mr. Laue if he had put forth a proposal to Superintendent Tucker from St. Vincent Clay as to how much they would contribute. Mr. Laue replied by noting that he had spoken with his finance people today and, although he doesn't have it in writing, they would literally do it for \$1,200 a month, maintaining Nicole Gonzales at her current level.
- The question from a patron from Clay City: What are the services that Nicole Gonzales gives to Northview and how many hours is that per week? He noted that Clay City does not have football or soccer, and he asked if that would be figured in to the process as to how many hours a trainer would work at Clay City. He wanted to be sure the same process was followed at Clay City as at Northview. The patron asked if Ms. Gonzales attended every practice and worked every day of the week. He then re-stated his question: What is the job description for the Northview trainer, and would the Clay City trainer have the exact same job description?
- Another Clay City patron stated that she personally would have issues with the board voting on Ms. Gonzales' contract. She added that they are not here to "muddy the waters" and take away from Northview kids. Mrs. Adams interjected that it was not coming from the Clay City patrons; rather, it was coming from the administration. The patron noted that she and others had asked about a trainer in the past and she wanted to know why it had fallen on deaf ears until this comes up. She asserted that is what is frustrating for Clay City parents. She added that if the board and administration would give her their word that they would find Clay City a trainer, she does not have an issue at all. She agreed that the board should go ahead and take care of the Northview trainer at this time. She believed that by the next session, a month from now, they should have some things figured out for Clay City.
- An additional Clay City patron asked that the issue of a trainer for Clay City be taken care of in a timely manner. They did not want to wait a year and be left out.
- Noting that he had attended the previous board meeting, a Clay City patron stated that he had spoken with Superintendent Tucker and she had made it clear that Clay City was also included, which is why the Clay City patrons were at the meeting. The patron asked that the board do what is best for both schools. He is sure Ms. Gonzales does a great job at Northview, but he wants what will fit best at Clay City. He believes the school board does not want a liability issue for the coaches to come up at the southern campus.
- Addressing Mrs. Adams' concern with what the board was voting on at this meeting, Dr. Froderman stated that one person would run about \$36,000, so two people would run around \$72,000, which would take the school corporation above the \$50,000 limit. That gets the board to where it needs to decide if this is going to be opened up to negotiate, which is what the board is to vote on at this

meeting. Mr. Laue had said that the school corporation would probably be paying one third, but the board does not have a contract to that effect. As Dr. Froderman sees it, it would only be appropriate to go ahead and vote so the board can move toward that contract and get this going. He asserted that for someone who doesn't want to rush things, Mrs. Adams seems to be rushing this issue. Mrs. Adams clarified that she didn't understand why this issue has been slow-walked out of all of the important contracts. She added that it is obvious the parents trust the trainer and it means something to them, so she asked why this is being slow-walked. To Mr. Reberger's assertion that the board members did not have a contract in front of them, Mrs. Adams stated that the board had the option from July 1 when Mr. Laue sent the notification. She was disappointed in how this was handled. She added that it was the discrepancy in how contracts are handled that bothered her.

- Tony Trout, a Northview teacher and coach commented that he and other parents were at the meeting to impress to the board that they were very happy with Nicole Gonzales at Northview High School. He has been in coaching for twenty years and has worked with grad assistants and trainers. He believed Ms. Gonzales to be the best trainer Northview has ever had. His concern with Mr. Reberger's comments: If St. Vincent doesn't provide the money, Ms. Gonzales will not be back. It appeared to Mr. Trout that if Union Hospital were to provide the money, then the trainer would come from somewhere else. Mr. Reberger clarified that his inference was that the board wanted to give St. Vincent's an opportunity to provide the second trainer if they are able to. Otherwise, the motion is written so that the board could potentially continue the contract at Northview and go into a contract with some other institution at Clay City. To this, Mr. Trout asserted that when he came to the last meeting, those in attendance had been informed that the contract would be terminated at the end of this month, which had left the impression that there is a possibility that contract would not be renewed.
- Mrs. Kaelber stated that the intention was never to sneak up on everyone and have it announced at the school that the board got rid of the athletic trainer. She stated that it was not acceptable for Clay City to not have a trainer. Pointing out that what happened in the past had been done by different administrations and different boards, Mrs. Kaelber stated that this board and this administration is here, and she gave her word that she would not vote to continue an athletic trainer for one campus and not the other. She deemed trust and the safety of the children to be the most important, but she believes it must be at both campuses and it has to be fair. She concluded her comments by stating that if St. Vincent Clay could not provide a trainer for both campuses, then other places would be looked at to provide for Clay City.
- Keith Jones, assistant athletic director at Clay City Jr/Sr High School, stated that last year he and Robert Boltinghouse had investigated getting an athletic trainer for Clay City. He had been told it was not in the budget last year. Union Hospital had offered a trainer for \$22,000 per year, and Indiana State had been about the same. He pointed out that the athletic department couldn't afford to pay that. Mr. Jones commented that he thought Nicole Gonzales was a great trainer, and

when Clay City had competed against Northview, Ms. Gonzales had treated Clay City athletes the same as the Northview athletes. He would love to see Ms. Gonzales continue at Northview, but Clay City has needs too. Mr. Jones' final comment was that with the sue-happy society of today, the school was taking risks by not having a trainer.

- In response to Mrs. Adams' question regarding whether other school corporations have a full-time trainer, Craig Trout, a Northview teacher and coach, commented that when competing against the Terre Haute schools, an Indiana State athletic trainer will be there. They do have a head trainer in most cases that oversees that part. Usually, when competing at Terre Haute schools, Northview athletes needing treatment will deal with a student trainer. As far as Nicole Gonzales and St. Vincent, he asked to clarify that the board would be fine with St. Vincent doing Northview only. Mrs. Kaelber responded that that was the point the board was trying to make: It was not worded to get rid of Nicole Gonzales or St. Vincent Clay by any means. Rather, because it seems to this point St. Vincent Clay has not had it in the budget or has not been able to provide a trainer at Clay City, it needs to be worded so that other avenues can be looked at to provide a trainer for Clay City. Mr. Trout labeled Ms. Gonzales as the most professional and respectful person, and as a head coach he would be super-disappointed if she left Northview High School.
- Mrs. Adams asked, regardless of what St. Vincent can or cannot do, if Ms. Gonzales' contract is not renewed in the future it would basically be because the administration and school board is not willing to pay the remaining part that is unpaid to let the person remain in place that the parents trust. Mrs. Kaelber stated that the board was not looking for a trainer for Northview; they were looking for a trainer for Clay City.
- A patron noted that the board had only until November 30 to make a decision regarding Nicole Gonzales, so that possibility needs to be explored also along with Clay City. Mrs. Kaelber responded that it sounds like this issue will be addressed at the next school board meeting in October.
- Mr. Laue stated that he believes everyone's question is going to be answered the way that they anticipate.
- A patron commented that a lot of the frustration comes from the fact that parents knew about the contract issue in July, and she reiterated the question as to why this issue was not addressed in July or August. She also questioned why the board wanted to have a special session at the end of September to decide Ms. Gonzales' fate for four days.
- A patron asked what would have happened if St. Vincent Clay had not stepped up and extended Ms. Gonzales' contract. Mrs. Kaelber stated that the board had just heard about this at the last board meeting. The issue will be addressed. The patron believes the school corporation dropped the ball completely.
- When a patron asked for Dr. Rayle's thoughts on this issue, Mrs. Adams interjected that Dr. Rayle had received an e-mail on August 19<sup>th</sup> and he basically referred the issue to Superintendent Tucker. Dr. Rayle agreed with Mrs. Adams' statement.

- Mrs. Adams noted upcoming school board meetings that would be held on September 26, October 10, and November 14. She stated that she hoped the issue would be addressed at either the September 26 or October 10 meeting.
- Another patron stated that she believed the root cause of this frustration had been the lack of communication between the board and the administration. As she sees it, in today's day and times with so many different ways to communicate, the fact that lack of communication can be the root cause to a problem is absurd. The way she understood it, Mr. Laue had been willing since July to discuss this issue, and the administration had not. She had every faith that the board would make a decision that the parents agree with for Northview and she hoped that Clay City would be blessed with the same thing that Northview has in Nicole Gonzales.
- Mrs. Adams wanted the responsibility for this to go back on the shoulders of the board, not Mr. Laue. She pointed out that it is not contingent upon what he can do; rather, it is contingent upon what the board can do. Mrs. Adams was hopeful the board would do the right thing, this month or next month, on how they spend the taxpayers' money.
- In response to a patron's question as to whether the board had the power to vote at this meeting to tell Ms. Gonzales she would keep her job, Mrs. Adams responded by saying that the board could not vote tonight because it was not advertised that way. She noted that it was advertised as a personnel issue, but the way it was presented to the board – "Permission to pursue contracts for outside services to provide athletic trainers at Northview High School and Clay City Jr/Sr High School" –ties the hands of the board for tonight's meeting. A patron asked who had written it that way and was told it was written by Superintendent Tucker who had prepared the board agenda so it could be legally advertised immediately after last week's meeting.
- A patron stated that the reason parents are upset is because of a lack of communication and the fact that Superintendent Tucker knew about this and did not communicate with the taxpayers' elected voice. He shared his concern that if everyone had not shown up at the last school board meeting, the issue would have been mulled over, written up, and sent out for proposals. He concluded his comments by stating that they trust the board and hope they will do the right thing.
- A Clay City patron shared that he had a problem with the contract being written eight years ago for Clay Community Schools, yet only Northview received services.
- Mrs. Adams suggested that perhaps a future agenda item could be to sit down and do a comparison on what the north has and what the south has.
- A Clay City patron noted that he had a daughter that he personally had to carry off the field and take to the hospital. He talked to Mr. Jones and Mr. Boltinghouse about the issue and they were on top of it. He wanted to know why the board couldn't give them the okay to approve a trainer that they had found for \$22,000.
- In response to a patron's question as to when there would be a conclusion on this, Mrs. Kaelber stated that she hoped it would be by October 10<sup>th</sup>. Mr. Scherb

commented that it had been his understanding the recommendation would be at the September 26<sup>th</sup> meeting. Dr. Rayle agreed that, if it was worked out between administration and Mr. Laue, it would be presented at the September 26<sup>th</sup> meeting.

- As to a patron's question about whether it would be the same deadline for Clay City, Dr. Rayle stated that it is hoped it would be the same, but he couldn't say that would happen. He pointed out that there is an outstanding trainer at Northview already who is under contract with St. Vincent Clay. It is known what St. Vincent Clay is going to propose and that is in good shape. What has to be done now is figure out what is going to be done with Clay City.
- Suggesting that the board should guarantee that Northview gets a Nicole and Clay City gets a Nicole too, a Clay City patron asked for parity between the two schools.
- A patron asked what steps would be taken so that at the September 26<sup>th</sup> board meeting the board will know something. Dr. Rayle stated that Mr. Laue, who had been nothing but gracious, had been asked for an actual proposal for a contract. Mr. Laue has been asked to look at both Northview continuing and the possibility of providing a trainer at Clay City. He added that they would love for St. Vincent to have both; however, if that doesn't happen, they would speak with others. Dr. Rayle pointed out that it is not the pressure of St. Vincent Clay having to provide this; rather, it is a question of whether they can provide both. If they can, fantastic. If they can't, then the school corporation will have to look at other providers to make sure that the same services are going on at Northview and at Clay City. As soon as it is known whether St. Vincent Clay can take care of Clay City, that will set in motion the next step.
- Dr. Rayle confirmed a patron's observation that in a situation where St. Vincent Clay could not provide a trainer for Clay City, it would not mean that Northview would not get Ms. Gonzales.
- As for when the board would be informed of the recommendation, Mrs. Adams stated that a couple of days before the meeting, the board should get the recommendation. When looking at the calendar, Mrs. Adams pointed out that the administration would have four working days to get that recommendation to the board before the September 26<sup>th</sup> meeting.
- When asked by a patron how that could be accomplished in four days when it hadn't been done in three months, Dr. Rayle responded by noting that the administration was in talks right now and that Mr. Laue had presented information. The patron asserted that Mr. Laue had handled this issue completely from day one, but the school administration had not handled it. Mrs. Adams stated that they were going to try to do better.
- A patron asked if the board was going to hold the administration responsible, to which Mrs. Adams said they would because the parents were holding the board responsible.
- It was determined that the October 10<sup>th</sup> meeting would be more realistic to have a recommendation because it is a regularly-scheduled board meeting.

Mr. Scherb moved to grant permission to pursue contracts for outside services to provide athletic trainers at Northview High School and Clay City Jr/Sr High School. Mr. Kumpf seconded, and the motion was approved by a 6-0 vote.

#### **VI. Adjournment**

Having exhausted all agenda items, the meeting was adjourned at 7:25 p.m.

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