

Minutes
of the Executive Board
East Central Educational Service Center
September 9, 2022

The Executive Board of the East Central Educational Service Center met on Friday, September 9, 2022, at 10:00 A.M., at the East Central Educational Service Center conference room.

**Executive Board
Present**

Executive Board members present were Mr. Aaron Black, Randolph Eastern School Corporation; Dr. Melissa Brisco, Alexandria Community School Corporation; Dr. Matthew Hicks, Northeastern Wayne Schools; Mr. Tom Hunter, Greensburg Community Schools; Ms. Tammy Chavis, Franklin Co. Community School Corporation; Dr. Kyle Barrentine, Shenandoah School Corporation; and Dr. George Philhower, CSC of Eastern Hancock County.

**ECESC Staff
Present**

Present from the East Central ESC were Mrs. Katie Lash, Executive Director; Mr. Larry Williams, Technology Coordinator; Mrs. Teresa Amick, Administrative Assistant; Mrs. Jo Ann McCowan, Instructional Specialist; Mrs. Mandi Isaacs, Instructional Specialist; Mrs. Linsey Lovern, Instructional Specialist; and Ms. Lori Ward, Instructional Specialist.

Call to Order

The meeting was called to order by Board President Mr. Black at 10:06 A.M.

Consent Agenda

A motion was made by Dr. Hicks, seconded by Dr. Barrentine, to approve the Consent Agenda consisting of the Minutes of June 10, 2022, and Financial Reports/Claims Dockets from June, July, and August 2022. The motion carried unanimously.

**Program Directors'
Updates**

Technology Coordinator (Larry Williams)

Mr. Williams reported on CDL class update (tentatively set to start October 18th), food service, and SpendBridge spending reports for 1/2021-9/2021 (\$489,291.00) and 1/2022-9/2022 (\$494,544.00).

Instructional Specialists (Mandi Isaacs)

Mrs. Isaacs reported on HB 1008 schools (15 of 16 schools completed summer quarterly updates and all on-target for achieving goals, 9 schools have requested grant funds, and 5 schools in round 1 of Classroom Opportunity Projects), HB 1008 partners (Ball State, Bowen, IU East and

Ivy Tech), professional development (Communities of Practice for behaviors and mind sets, Rachel's Challenge scheduled for October 18th, ESC collaboration-Effective Universal Instruction, and expanded to 14 affinity groups), and communications (ECESC events and website design updates).

Instructional Specialist (Jo Ann McCowan)

Mrs. McCowan reported on HB 1008 schools (all 15 schools have reviewed/updated plans, 12 of 15 schools have finalized budget, 14 of 15 have requested grant funds, and 7 schools in Classroom Opportunity Projects), McKinney-Vento (149 schools-67 charters/82 public, \$126,638.50 requested from IDOE for April-August 2022), and EARN-Employment Aid Readiness Network (school partner-Decatur Co. Community Schools withdrew from project, talking with career centers and one high school to engage in project).

Instructional Specialist (Lindsey Lovern)

Mrs. Lovern reported on teacher share (courses have started with enrollment of 52 student across the region, will bump up timeline of recruiting districts for 2023-2024), and career exploration (17 schools involved in 3E network, September 26th 3E Grant kickoff, update on career exploration trailer, VR business tours of local businesses).

Instructional Specialist (Lori Ward)

Ms. Ward reported on TSS-Training Support Specialist role (support instructional coaches in schools with PD and curriculum resources, 54 schools in Indiana - 10 schools in our region- Anderson, Elwood, Rose Hamilton, Union City), and Lilly Endowment (60 million to IDOE to support Science of Reading, increase 54 schools to 600 schools, goal to have 95% of students reading on grade level by 2027).

Executive Director (Katie Lash)

Mrs. Lash reported on current fiscal position, grants (HB 1008, WRCA, Stem and Literacy, 3E, ESII, High Ability RFP), discussion of travel for members through grants, and discussion of ECESC location.

A motion was made by Mr. Hunter, seconded by Dr. Philhower, to approve IEI membership for each board members representative and Mrs. Lash that will be processed through the 1008 grant. The motion passed unanimously.

Action Items*Election of Officers*

The floor was open for nominations for 2022-2023 president, vice president, and secretary. A motion was made by Dr. Brisco, seconded by Mr. Black, for Dr. Hicks as President. A motion was made by Mr. Hunter, seconded by Dr. Philhower, for Ms. Chavis as Vice President. A motion was made by Mr. Black, seconded by Dr. Hicks, for Dr. Philhower as Secretary. The slate of officers is Dr. Matthew Hicks, Ms. Tammy Chavis, and Dr. George Philhower. The motion carried unanimously.

Vehicle Plan

A motion was made by Mr. Black, seconded by Ms. Chavis, to approve leasing a truck. The motion carried unanimously.

A motion was made by Dr. Barrentine, seconded by Dr. Philhower, to approve replacing the 2016 Ford Fusion. The motion carried unanimously.

Director Contract

A motion was made by Mr. Hunter, seconded by Mr. Black, to accept the contract that was presented to the board for Mrs. Lash (Attachment 1). The motion carried unanimously.

Next Scheduled Meeting

The next scheduled meeting is Friday, November 4, 2022, at the East Central Educational Service Center. All member superintendents or their designees are welcome to attend.

Adjournment

A motion was made by Dr. Barrentine, seconded by Dr. Philhower, to adjourn the meeting. The meeting was adjourned at 11:55 A.M.

SEE ATTACHED SIGNATURE PAGE

SIGNATURE PAGE FOR MINUTES OF September 9, 2022

Dr. Matthew Hicks

Ms. Tammy Chavis

Dr. George Philhower

Mr. Tom Hunter

Dr. Melissa Brisco

Mr. Aaron Black

Dr. Kyle Barrentine

Date: _____

EMPLOYMENT CONTRACT
BETWEEN EAST CENTRAL EDUCATIONAL SERVICE CENTER
AND EXECUTIVE DIRECTOR KATHRYN LASH

This Employment Contract (the "Contract") is entered into effective July 1, 2022 (the "Effective Date") between the Executive Board of the East Central Educational Service Center (the "Board") and Kathryn Lash ("Executive Director"), who holds a valid license issued by the Indiana State Department of Education. This agreement is a contract between the Executive Board of the East Central Educational Service Center and Kathryn Lash.

Agreement

NOW, THEREFORE, the Board and Executive Director agree as follows:

1. Employment/Contract Length. The Board shall employ Executive Director and Executive Director shall agree to be employed by the Board as the full-time chief executive officer of the Service Center for a period beginning July 1, 2022 through June 30, 2025, subject to applicable law with said term to be automatically extended an additional five (5) years, as permitted by I.C. §20-28-8-6(b)(1), thereby concluding the term on June 30, 2030.
 - a. Terms. Except as otherwise provided herein, the number of contract days in each Contract Year (July 1 to June 30) shall be two hundred sixty (260) days.
 - b. Cause. The Board may terminate the Executive Director's employment and this Contract at any time for "Cause." Executive Director shall have no right to receive any base salary or fringe benefits, except as provided by law, whatsoever for any period after her termination for Cause. Any benefits payable under insurance, health, retirement, or other plans as a result of Executive Director's participation in such plans through such date of termination shall be paid when and as due under those plans and in accordance with Service Center policy. In the event of a termination for Cause, Executive Director shall receive only her base salary and other earned benefits accrued under this Contract up to the date of her termination. For purposes of this Contract, "Cause" shall mean:
 1. the violation by Executive Director any law or regulation applicable to the business of the Service Center, or Executive Director's conviction of a felony, or any perpetration by Executive Director of a common law fraud;
 2. the engaging by Executive Director in misconduct that is injurious to the financial condition or business reputation of the Service Center;
 3. the engaging by Executive Director in negligence or insubordination; OR
 4. the failure or refusal of Executive Director to substantially perform the material duties required of her as an employee of the Service Center;
2. Basic Salary. In exchange for Executive Director's performance of the duties of the position of Executive Director, Executive Director shall receive a "Basic Salary" equal to the sum of: (i) the Base Amount and (ii) the additional amounts hereinafter described.

- A. Base Amount. Executive Director shall be paid Base Amount of One-hundred Thousand Dollars (\$100,000) for the 2022-2023 Contract Year. On or before July 1, of each succeeding Contract Year, the Base Amount will increase by 3% and benefits of the Contract shall be reviewed by the Board and revised if the Board deems necessary and appropriate to do so.
 - B. Cell Phone Stipend. The Board agrees to provide the Executive Director with a monthly stipend of One Hundred Dollars (\$100.00) to cover her charges for use of her personal cellular telephone.
3. Fringe Benefits. It is agreed by the parties that additional benefits shall be extended to Executive Director, including the following:
- A. Health Insurance.
 - i. Service Center Plan. Executive Director shall be paid in addition to the base amount and as salary the premium equivalent to family medical (HDHP 2), vision, and dental coverage and has the option to apply this to the East Central Indiana School Trust at the Executive Director's expense.
 - ii. HSA Contribution. The Executive Director shall receive in addition to the base amount and as salary One Thousand Two Hundred Dollars (\$1,200.00) annually as a stipend. This is intended as a contribution to a health savings account.
 - B. Employee Benefit Plans. The East Central Educational Service Center shall contribute an annual contribution equal to five percent (5%) of base amount to purchase an Annuity, or other investment product, and the Executive Director shall have the authority to direct and determine the investments made in the plan. The Executive Director may elect to make tax deferred contributions, i.e., salary reduction contributions, to plans described in Code sections 125, 403(b) and/or 457(b) up to the maximum limits allowed by the Code and the applicable plan. At the Executive Director's written election, her Base Amount, cell phone stipend, and other basic salary may be used to make these salary reduction contributions. Such contributions shall be 100% vested at all times. (The Service Center shall maintain a list of approved investment vendors for such plans.)
 - C. Life Insurance. Provided Executive Director is otherwise insurable, the Service Center shall provide at the cost of One Dollar (\$1.00) per Contract Year to Executive Director term life insurance coverage in the amount of two (2) times Executive Director's Basic Salary, as defined in Section 2 above, for the particular Contract Year.
 - D. Income Protection. The Service Center will provide, at a cost of One Dollar (\$1.00) to Executive Director, income protection coverage, which will provide:
 - i. Amount of Benefit: 66 2/3% of Executive Director's Basic Salary, as described in Section 2 above, to a maximum of Six Thousand Dollars (\$6,000.00) per month;
 - ii. Elimination Period: Payable from the 90th day; and
 - iii. Benefit Period: Accident and sickness indemnity to the insured's 70th birthday.
 - E. General Leave.
 - i. Sick and Personal Leave. At the beginning of each Contract Year, Executive Director shall be entitled to ten (10) sick leave days and an additional five (5)

personal leave days. Unused sick leave days shall accumulate for use in future Contract Years, and Executive Director shall be permitted to accumulate unused personal leave days as sick leave days for use in future Contract Years. However, at the end of each Contract Year, the number of unused sick leave days, including personal leave days, that may be accumulated and carried forward may not exceed one hundred fifty (150) days.

- ii. Vacation. Twenty (20) days of vacation each school calendar year (July 1 to June 30). The superintendent vacation leave shall accumulate or carry over up to five (5) days for future school years.
 - iii. Holidays. The recognized paid holidays for the East Central Educational Service Center are approved by the Executive Board annually.
- F. Travel. Executive Director will be provided a vehicle to be used for both her business and personal transportation. Expenses of said business travel will be paid by the Service Center, and personal transportation in said vehicle shall be restricted to in-state usage. Alternatively, upon forty-five (45) days prior written notice to Executive Director, the Board may discontinue providing Executive Director with the use of a vehicle owned by the Service Center and in replacement, the Service Center will reimburse Executive Director her use of her personal vehicle for travel related to the Service Center's business using the federal standard mileage reimbursement rate at such time.
- G. Business and Professional Expenses. The Board shall reimburse the Executive Director for business and professional expenses approved by the Board. Appropriate expenses shall include, but not be limited to, the cost of membership and participation in state and national organizations in which Educational Service Centers of Indiana are active representatives and/or presenters. The Director may elect one additional state or national association for professional development. Expenses related to the Executive Director's attendance at additional conferences and activities may be approved in advance by the Board.
- As of the Effective Date, the Service Center will provide the Executive Director with Service Center credit cards to use to purchase gasoline for the vehicle provided for her use and for other business related expenses. However, at any time, the Board may terminate Executive Director's rights to use the Service Center credit cards in which event, the Service Center shall reimburse Executive Director for any of the Service Center's expenses she may pay.
- H. ISTRF. The East Central Educational Service Center will pay employer and employee contributions to the Indiana State Teachers' Retirement Fund ("ISTRF") on behalf of the Executive Director.
- I. Other Administrative Benefits.
- i. The Executive Director's workday shall be eight (8) hours. The superintendent shall have the option of adjusting arrival and dismissal. Duties may be performed at ECESC, at member school districts or remotely.
 - ii. Executive Director may serve as an adjunct university professor, engage in

consulting work, speaking engagements, writing, lecturing and other professional duties if such activities do not interfere with performance in this position. The Executive Director shall utilize vacation days, personal business days and/or ensure that contract hours are not spent on outside work. Any fees, stipends, honoraria, publication rights or royalties will be the property of the Executive Director.

- iii. The Executive Director shall be permitted to serve volunteer organizations or board appointments as appropriate.

4. Defense and Indemnification. The Board agrees to provide Executive Director with legal counsel selected and paid for by the Board, and to defend, indemnify, and hold Executive Director harmless for all claims, demands and judgments arising out of the performance of her duties as Executive Director, to the fullest extent permitted by law.

5. Miscellaneous.

- A. Regular Teachers' Contract. If required for purposes of compliance with a standard or request from the State Board of Accounts of the State of Indiana, or another agency of Indiana or federal government, the parties agree that they will execute one or more one-year or multi-year teacher contracts on the form promulgated by the Executive Director of Public Instruction pursuant to Ind. Code 20-28-6-3 to implement the terms of the Amended Contract. The parties further agree that to the extent that this Contract is inconsistent with the standard teacher contract form promulgated by the Executive Director of Public Instruction, the terms of this Contract shall take priority,
- B. Savings Clause. If, during the term of the Contract, it is found that a specific clause of the Contract is illegal in either federal or state court, the remainder of the Contract shall not be affected by such a ruling and shall remain in full force and effect.
- C. Performance Review. A performance review of Executive Director will be conducted annually by the Board. Revisions to the Contract's provisions, including salary and benefits, shall be considered at that time.
- D. Terms and Conditions. The terms and conditions of this Contract are subject to employment of Executive Director under the conditions prescribed in this Contract and applicable state laws and regulations. No obligation exists with Service Center or any member school district for payment of the remaining portion of this Contract on dissolution of the Service Center.
- E. Modifications. The parties further agree that the Contract contains all agreed terms of employment of Executive Director by the Board, and may not be modified except in a written document making specific reference to provisions of the Contract to be modified. Modifications shall be effective when approved by both parties in the same manner that the Contract was approved, unless a later date is specifically provided for in the modification.
- F. Public Record. The parties agree that the Contract is a public record pursuant to the Indiana Public Records Act, Indiana Code 5-14-3, and Indiana Code 20-28-6-2(d) pertaining to teacher contracts generally.

G. Effective Date. Irrespective of the date upon which this Contract is signed, the terms and conditions contained herein shall first be effective July 1, 2022.

This Contract is entered into and signed this day _____.

EXECUTIVE DIRECTOR

_____ Kathryn Lash, Executive Director

EAST CENTRAL EDUCATIONAL SERVICE CENTER EXECUTIVE BOARD

_____ Board President