

EARLYWOOD EDUCATIONAL SERVICES

Administrative Contract Addendum for Executive Director of Special Education

WHEREAS:

- A. The Governing Board of Earlywood Educational Services (the "Board") has entered into a regular contract for employment with **Angela Balsley** ("Executive Director"), as Executive Director of Earlywood Educational Services ("EES"), effective July 1, 2022 through June 30, 2024 (the "Employment Contract"); and
- B. The Board and Executive Director desire to supplement the provisions contained in the Employment Contract in a manner consistent with applicable law by the adoption and execution of this Administrative Contract Addendum, effective July 1, 2022 through June 30, 2024, (the "Addendum").

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

- 1. **Basic Salary.** In exchange for Executive Director's performance of the duties of the position of Executive Director of EES, 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 a Base Amount of one hundred thirty-one thousand three hundred and seven dollars and sixty-three cents (\$131,307.63) for the twenty-four (24) month period of the Addendum, i.e., the 2022-23 and 23-24 Contract Years. On or before July 1, 2023 and July 1 of each succeeding Contract Year (i.e., the period from July 1 through June 30 of the following calendar year), the Basic Salary and other benefits shall be reviewed and may be revised by the Board after the completion of the Executive Director's performance evaluation. However, the Basic Salary and benefits may only be increased, not decreased, in future Contract Years.
 - i. Executive Director shall be paid according to the established payroll dates.
 - ii. Payroll deductions will be made for federal, state and county income tax withholding, Social Security, Medicare, and any other required federal, state and local deductions for the Executive Director.
 - iii. The Executive Director may elect to have withheld from Executive Director's checks credit union contributions, United Way contributions, and other approved deductions.
 - B. **SRA.**
 - i. **Amount.** Beginning with the 2022-24 contract years and except as otherwise hereinafter adjusted, Executive Director shall receive as additional basic salary in the amount of Thirty thousand one hundred and fourteen dollars (\$30,114) , which Executive Director may use, but is not obligated to use, to offset the Executive Director's share of the cost of participating in EES's medical, dental, and vision insurance plans.
 - ii. **Timing and Payment Elections.** The SRA Amount shall be made available to Executive Director over the same pay periods and in the same manner that Executive Director's Base Amount is made payable to Executive Director during the Contract Year. At Executive Director's election, the SRA Amount can be used to: (a) fund and pay through salary reduction contributions for any of the qualified benefits selected under a Code Section 125 plan maintained by EES, (b) make salary reduction contributions to Code Section 403(b) and/or 457(b) plans, and/or (c) paid as additional wages to Executive Director. However, unless and until Executive Director completes

an applicable salary reduction agreement, the SRA Amount shall be paid throughout the Contract Year directly to Executive Director less applicable income and employment tax withholdings.

- iii. Termination. Following the expiration or other termination of the Employment Contract, the SRA Amount shall no longer be made available to Executive Director. Accordingly, if the term of the Employment Contract ends any time before the end of a Contract Year, the SRA Amount will be prospectively discontinued.
- C. ISTRF Compensation. It is intended that the Base Amount and the SRA Amount, as described above, shall be: (i) included in Executive Director's "annual compensation" as defined in Indiana Code 5-10.2-4-3; (ii) used to determine the "average of the annual compensation" as defined in Indiana Code 5-10.2-4-3; and (iii) otherwise reported to the Indiana State Teachers Retirement Fund ("ISTRF") as compensation for purposes of calculating Executive Director's retirement benefit.

2. General Terms and Conditions

The standard regular teacher's contract form approved by the State of Indiana extends the benefits found in the collective bargaining agreement between the Board and the applicable Teachers' Association to any administrator employed on a regular teacher's contract. As a result, the collective bargaining agreement sets forth the minimum benefits that must be provided to the Executive Director at EES. Any extension of these benefits or variation in working conditions is described in this Addendum.

3. Calendar and Daily Work Requirements

The Executive Director shall be assigned a two hundred sixty (260) day contract and job description that is established by the EES Governing Board.

4. Credit for Previous Experience

Upon initial employment, the Executive Director will be given credit for verified service with another school corporation.

5. ISTRF Contribution

The Board shall pay the Executive Director's share of the contribution to the ISTRF.

6. Insurance – General Terms

The Executive Director must notify EES's business office within thirty-one (31) calendar days from the first contract day if they wish to enroll in the insurance programs. Employees terminating employment will be discontinued from these insurance programs on the next available premium period.

To qualify for any insurance, with the exception of long term disability, the employee must be contracted to work the minimum number of hours per week as specified in the insurance plan document.

7. Insurance – Medical/Dental/Vision

- A. Executive Director Coverage. Executive Director, as well as Executive Director's spouse and dependents, if any, may participate in EES's group medical, dental, and vision insurance plans maintained from time to time, but otherwise subject to the eligibility requirements of such plans. Except as otherwise specifically provided herein, Executive Director will be responsible for the entire premium and cost of their participation in such group medical, dental and vision insurance

plans.

- B. Retiree Coverage. Following retirement or severance of employment, Executive Director and Executive Director's spouse are entitled to coverage in the group medical, dental and vision insurance plans of EES in accordance with the terms of the group plans and applicable law, but with all applicable premiums and costs of participation otherwise due from Executive Director and spouse. Such payments shall be made directly to the insurance company(ies) in accordance with their procedures. Except as otherwise required by applicable law, such right shall not continue beyond the dates upon which Executive Director and spouse each first become eligible for Medicare coverage.

8. Group Term Life Insurance

The Board shall provide the Executive Director, on a fully paid basis, less one dollar (\$1.00) per year employee contribution, a group term life insurance policy. The terms of the policy shall include:

- \$100,000 face value
- double indemnity
- minimum death benefit
- accidental death and dismemberment
- waiver of premium for disability

9. Income Protection

The Board shall provide a long-term disability insurance plan for the Executive Director on a fully paid basis, less one dollar (\$1.00) per year employee contribution. The employee must be contracted to work a minimum of 37.5 hours/week to qualify for this insurance.

10. Vacation/Paid Holidays/Annual Leave Allotment

The Executive Director's 260-day contract will be allocated twenty-five (25) vacation days, with nine (9) school holidays allowed, per school year, including: New Year's Day, Presidents' Day, Memorial Day, July 4, Labor Day, Thanksgiving and the Friday after, Christmas Eve and Christmas Day. A maximum of five (5) vacation days may be carried over to the next school year. Including the carryover, the maximum allowable number of vacation days available during the annual Contract Year, July 1 through June 30, will be thirty (30) days.

- A. Annual Allotment. The Executive Director shall be entitled to an Annual Leave Allotment of fifteen (15) days.
- B. Transfer of Days. All sick leave days accumulated by an Executive Director in another Indiana school corporation may be transferred to Earlywood Educational Services up to a maximum number of days equal to the number of days in their contract, at the time of employment with EES.
- C. Annual Unused Accumulation. The Executive Director shall be permitted to accumulate sick leave days equal to the number of days transferred upon employment plus sick leave days granted during the time of their employment. This accumulation shall be referred to as "Unused Accumulated Leave."
- D. Sick Leave Buy Back. The Board will buy back any Unused Annual Allotment days in excess of 90 days at the end of each school year at half the daily rate of pay for the Executive Director. The purchase money shall be deposited into the Executive Director's VEBA or HSA account by August 1 of each year.

11. Retirement

- A. Salary Reduction Contributions. 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 Internal Revenue Code and the applicable plan. At Executive Director's written election, the SRA Amount may be used to make these salary reduction contributions. Such contributions shall be 100% vested at all times. (EES shall maintain a list of approved investment vendors for the plans.)
- B. Matching Contributions. Each calendar year, the Board shall match dollar for dollar, up to Two thousand, two hundred forty Dollars (\$2,240) annually, Executive Director's salary reduction contributions made to any Code Section 403(b) or 457 plan investment vendor previously approved by the Board. These matching contributions shall be contributed annually by EES to the employee's HSA account or an investment vendor selected by the Board. Matching contributions shall be 100% vested at all times, and otherwise shall be subject to the terms and conditions contained in the Code Section 403(b) or 457 plan adopted by the Board and HSA regulations
- C. Notification. The Executive Director who decides to retire at the end of the school year must notify the Board in writing of his/her intention to retire one year prior to his/her planned retirement date. The Board may waive the stipulation for the required time for notice of retirement upon request by the Executive Director indicating the reason(s) for variance from the timely notice.
- D. Beneficiary. If the Executive Director who is eligible for a Retirement Benefit dies prior to receiving the benefit, the Retirement Benefit shall be paid to the employee's designated beneficiary.

12. Eligibility for Retirement

- A. The employee must be at least fifty-five (55) years of age at the beginning of the school year in which he/she is to receive retirement benefits. An employee may be eligible for retirement if younger than fifty-five (55) if physically disabled as certified by a licensed physician.
- B. The Executive Director must have completed at least ten (10) years of administrative service, with Special Services, Johnson County Schools and/or Earlywood Educational Services to be eligible for retirement.

13. Other Terms

- A. Business and Professional Expenses. The Board shall reimburse Executive Director for business and professional expenses approved by the Board at the recommendation of the Executive Director of Special Education of EES. Appropriate expenses shall include, but not be limited to, the cost of membership and participation in state and national professional associations of educational administrators and expenses related to Executive Director's attendance at conferences and activities approved by the Board at the recommendation of the Executive Director of Special Education of EES.
- B. 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 his/her duties as Executive Director, to the fullest extent permitted by law.
- C. Performance Review. A performance review of Executive Director will be conducted annually by the EES Board President and reviewed by the Board. Revisions to the Employment Contract and Addendum shall be considered at that time.
- D. Modifications. The parties further agree that the Employment Contract and Addendum contain 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 documents to be modified.

- E. Public Record. The parties agree that the Employment Contract and this Addendum are public records pursuant to the Indiana Access to Public Records Act, Indiana Code 5-14-3, and Indiana Code 20-28-6-2(d) pertaining to teacher contracts generally.
- F. Effective Date. Irrespective of the date upon which this Addendum is signed, the terms and conditions contained herein shall first be effective July 1, 2022.
- G. Miscellaneous. This Addendum supersedes any previously signed addenda. If, during the term of the Employment Contract, it is found that a specific clause of the Employment Contract or this Addendum is illegal in either federal or state court, the remainder of the Employment Contract and Addendum shall not be affected by such a ruling and shall remain in full force and effect.

This Addendum is entered into and signed this ____ day of _____, 2022.

EXECUTIVE DIRECTOR

GOVERNING BOARD OF EARLYWOOD
EDUCATIONAL SERVICES

Angela L. Balsley

Governing Board President

Approved November 2, 2022

EARLYWOOD EDUCATIONAL SERVICES

Administrative Contract Addendum for Assistant Director of Special Education

WHEREAS:

- A. The Governing Board of Earlywood Educational Services (the "Board") has entered into a regular contract for employment with **Stephanie Lawless** ("Assistant Director"), as Assistant Director of Earlywood Educational Services (EES"), effective July 1, 2023 (the "Employment Contract"); and
- B. The Board and Assistant Director desire to supplement the provisions contained in the Employment Contract, as well as the Administrative Contract Addendum previously adopted by the Board, in a manner consistent with applicable law by the adoption and execution of this Administrative Contract Addendum, effective July 1, 2023, (the "Addendum").

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

1. **Basic Salary.** In exchange for Assistant Director's performance of the duties of the position of Assistant Director of EES, Assistant 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.** Assistant Director shall be paid a Base amount of One hundred and one thousand eight hundred sixty-seven and seventy-two cents (\$101,867.72) for the twelve (12) months of the Addendum, i.e., the 2023-24 Contract Year. On or before July 1, 2024 and July 1 of each succeeding Contract Year (i.e., the period from July 1 through June 30 of the following calendar year), the Basic Salary and other benefits shall be reviewed and may be revised after completion of the Assistant Director's performance evaluation by the Board upon the recommendation of the Executive Director of EES. However, the Basic Salary and benefits may only be increased, not decreased, in future Contract Years.
 - i. Assistant Director shall be paid according to the established payroll dates.
 - ii. Payroll deductions will be made for federal, state and county income tax withholding, Social Security, Medicare, and any other required federal, state and local deductions for the Assistant Director.
 - iii. The Assistant Director may elect to have withheld from Assistant Director's checks credit union contributions, United Way contributions, and other approved deductions.
 - B. **SRA.**
 - i. **Amount.** Beginning with the 2023-24 contract year and except as otherwise hereinafter adjusted, Assistant Director shall receive as additional basic salary the amount of thirty-one thousand six hundred twenty (\$31,620) which Assistant Director may use, but is not obligated to use, to offset the Assistant Director's share of the cost of participating in EES's medical, dental, and vision insurance plans.
 - ii. **Timing and Payment Elections.** The SRA Amount shall be made available to Assistant Director over the same pay periods and in the same manner that Assistant Director's Base Amount is made payable to Assistant Director during the Contract Year. At Assistant Director's election, the SRA Amount can be used to: (a) fund and pay through salary reduction contributions for any of the qualified benefits selected under a Code Section 125 plan maintained by EES, (b) make salary reduction contributions to Code Section 403(b) and/or 457(b) plans, and/or (c) paid as

additional wages to Assistant Director. However, unless and until Assistant Director completes an applicable salary reduction agreement, the SRA Amount shall be paid throughout the Contract Year directly to Assistant Director less applicable income and employment tax withholdings.

- iii. Termination. Following the expiration or other termination of the Employment Contract, the SRA Amount shall no longer be made available to Assistant Director. Accordingly, if the term of the Employment Contract ends any time before the end of a Contract Year, the SRA Amount will be prospectively discontinued.
- C. ISTRF Compensation. It is intended that the Base Amount and the SRA Amount, as described above, shall be: (i) included in Assistant Director's "annual compensation" as defined in Indiana Code 5-10.2-4-3; (ii) used to determine the "average of the annual compensation" as defined in Indiana Code 5-10.2-4-3; and (iii) otherwise reported to the Indiana State Teachers Retirement Fund ("ISTRF") as compensation for purposes of calculating Assistant Director's retirement benefit.

2. General Terms and Conditions

The standard regular teacher's contract form approved by the State of Indiana extends the benefits found in the collective bargaining agreement between the Board and the applicable Teachers' Association to any administrator employed on a regular teacher's contract. As a result, the collective bargaining agreement sets forth the minimum benefits that must be provided to the Assistant Director at EES. Any extension of these benefits or variation in working conditions is described in this Addendum.

3. Calendar and Daily Work Requirements

The Assistant Director shall be assigned a two hundred twenty (215) day contract and job description that is established by the Executive Director of Special Education of EES and approved by the Board. At the discretion of the Executive Director of Special Education of EES, Assistant Director's Employment Contract and this Addendum may be extended during the summer months at a daily rate calculated using the Base Amount for the immediately preceding Contract Year.

4. Credit for Previous Experience

Upon initial employment, the Assistant Director will be given credit for verified service with another school corporation.

5. ISTRF Contribution

The Board shall pay the Assistant Director's share of the contribution to the ISTRF.

6. Insurance – General Terms

The Assistant Director must notify EES's business office within thirty-one (31) calendar days from the first contract day if they wish to enroll in the insurance programs. Employees terminating employment will be discontinued from these insurance programs on the next available premium period.

To qualify for any insurance, with the exception of long term disability, the employee must be contracted to work the minimum number of hours per week as specified in the insurance plan document.

7. Insurance – Medical/Dental/Vision

- A. Assistant Director Coverage. Assistant Director, as well as Assistant Director's spouse and

dependents, if any, may participate in EES's group medical, dental, and vision insurance plans maintained from time to time, but otherwise subject to the eligibility requirements of such plans. Except as otherwise specifically provided herein, Assistant Director will be responsible for the entire premium and cost of their participation in such group medical, dental and vision insurance plans.

- B. Retiree Coverage. Upon meeting the retirement eligibility requirements (see 12, A and B) and following the actual severance of employment, Assistant Director and Assistant Director's spouse are entitled to coverage in the group medical, dental and vision insurance plans of EES in accordance with the terms of the group plans and applicable law, but with all applicable premiums and costs of participation otherwise due from Assistant Director and spouse. Such payments shall be made directly to the insurance company(ies) in accordance with their procedures. Except as otherwise required by applicable law, such right shall not continue beyond the dates upon which Assistant Director and spouse each first become eligible for Medicare coverage.

8. Group Term Life Insurance

The Board shall provide the Assistant Director, on a fully paid basis, less one dollar (\$1.00) per year employee contribution, a group term life insurance policy. The terms of the policy shall include:

- \$100,000 face value
- double indemnity
- minimum death benefit
- accidental death and dismemberment
- waiver of premium for disability

9. Income Protection

The Board shall provide a long-term disability insurance plan for the Assistant Director on a fully paid basis, less one dollar (\$1.00) per year employee contribution. The employee must be contracted to work a minimum of 37.5 hours/week to qualify for this insurance.

10. Annual Leave and Leave Accumulation

- A. Annual Allotment The Assistant Director shall be entitled to an Annual Leave Allotment of fifteen (15) days.
- B. Transfer of Days. All sick leave days accumulated by an Assistant Director in another Indiana school corporation may be transferred to Special Services, Johnson County and Surrounding Schools up to a maximum number of days equal to the number of days in their contract, at the time of employment with EES.
- C. Unused Annual Leave Days. For any unused annual leave days, the Assistant Director shall be permitted to accumulate them as sick leave days up to 90 days, If more than 90 days are transferred from previous employers as sick leave, no additional days may accumulate. This accumulation shall be referred to as "Accumulated Sick Leave."
- D. Annual Leave Buy Back. Once the accumulated sick leave reaches a balance of 90 days or an amount equal to the total days transferred upon employment if more than 90 days are transferred, the Board will buy back any unused Annual Allotment days at the end of each school year at half the daily rate of pay for the Assistant Director. The money shall be deposited into the Assistant Director's VEBA or HSA account by August 1 of each year.

11. Retirement

- A. Salary Reduction Contributions. Assistant 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 Internal Revenue Code and the applicable plan. At Assistant Director's written election, the SRA Amount may be used to make these salary reduction contributions. Such contributions shall be 100% vested at all times. (EES shall maintain a list of approved investment vendors for the plans.)

- B. Matching Contributions. Each calendar year, the Board shall match dollar for dollar, up to One Thousand Twenty Dollars (\$1,020) annually, Assistant Director's salary reduction contributions made to any Code Section 403(b) or 457 plan investment vendor previously approved by the Board. These matching contributions shall be contributed annually by EES to an investment vendor selected by the Board. Matching contributions shall be 100% vested at all times, and otherwise shall be subject to the terms and conditions contained in the Code Section 403(b) or 457 plan adopted by the Board.
- C. Notification. The Assistant Director who decides to retire at the end of the school year must notify the Board in writing of his/her intention to retire one year prior to his/her planned retirement date. The Board may waive the stipulation for the required time for notice of retirement upon request by the Assistant Director indicating the reason(s) for variance from the timely notice.
- D. Beneficiary. If the Assistant Director who is eligible for a Retirement Benefit dies prior to receiving the benefit, the Retirement Benefit shall be paid to the employee's designated beneficiary.

12. Eligibility for Retirement

- A. The employee must be at least fifty-five (55) years of age at the beginning of the school year in which he/she is to receive retirement benefits. An employee may be eligible for retirement if younger than fifty-five (55) if physically disabled as certified by a licensed physician.
- B. The Assistant Director must have completed at least five (5) years of administrative service, with Special Services, Johnson County and Surrounding Schools and/or Earlywood Educational Services to be eligible for retirement.

13. Other Terms

- A. Business and Professional Expenses. The Board shall reimburse Assistant Director for business and professional expenses approved by the Board at the recommendation of the Executive Director of Special Education of EES. Appropriate expenses shall include, but not be limited to, the cost of membership and participation in state and national professional associations of educational administrators and expenses related to Assistant Director's attendance at conferences and activities approved by the Board at the recommendation of the Executive Director of Special Education of EES.
- B. Defense and Indemnification. The Board agrees to provide Assistant Director with legal counsel selected and paid for by the Board, and to defend, indemnify, and hold Assistant Director harmless for all claims, demands and judgments arising out of the performance of his/her duties as Assistant Director, to the fullest extent permitted by law.
- C. Performance Review. A performance review of Assistant Director will be conducted annually by the Executive Director of Special Education of EES and reviewed by the Board. Revisions to the Employment Contract and Addendum shall be considered at that time.
- D. Modifications. The parties further agree that the Employment Contract and Addendum contain all agreed terms of employment of Assistant Director by the Board, and may not be modified except in a written document making specific reference to provisions of the documents to be modified.
- E. Public Record. The parties agree that the Employment Contract and this Addendum are public

records pursuant to the Indiana Access to Public Records Act, Indiana Code 5-14-3, and Indiana Code 20-28-6-2(d) pertaining to teacher contracts generally.

- F. Effective Date. Irrespective of the date upon which this Addendum is signed, the terms and conditions contained herein shall first be effective July 1, 2023.
- G. Miscellaneous. This Addendum supersedes any previously signed addenda. If, during the term of the Employment Contract, it is found that a specific clause of the Employment Contract or this Addendum is illegal in either federal or state court, the remainder of the Employment Contract and Addendum shall not be affected by such a ruling and shall remain in full force and effect.

This Addendum is entered into and signed this ____ day of _____, 2023.

ASSISTANT DIRECTOR

GOVERNING BOARD OF EARLYWOOD
EDUCATIONAL SERVICES

Stephanie Lawless

Governing Board President

Approved June 6, 2023