

**LAKE CENTRAL SCHOOL CORPORATION**  
**Lake Central High School**  
**LGI ROOM – Enter Door E**  
**8260 Wicker Avenue, St. John, IN 46373**  
**Monday, November 7, 2022 at 7:00 p.m.**

**SCHOOL BOARD MEETING MINUTES**  
**Monday, November 7, 2022**

Board Members Present

Nicole Kelly, Secretary  
Janice Malchow, Board Member  
Howard Marshall, Board Member  
Jennifer Medlen, Vice-President  
Cindy Sues, President

Board Members Not Present

Administration Present

Dr. Lawrence Veracco, Superintendent  
Sarah Castaneda, Director of Secondary Education  
Terry Mucha, Director of Human Resources  
Rob James, Director of Business Services  
Rebecca Gromala, Director of Student Services  
Yolanda Bracey, Director of Primary Education

Administration Not Present

Rick Moreno, Director of Technology  
Bill Ledyard, Director of Facilities

*To view the archived video of the meeting in its entirety,  
go to the School Board section of website at [www.lcsc.us](http://www.lcsc.us)*

*All Motions Were Passed With a 5-0  
Vote Unless Otherwise Indicated*

- I. Call to Order – *Cindy Sues*
  - The meeting was called to order and Pledge of Allegiance led by Board President Cindy Sues.
- II. Agenda: Approval, Deletions, Additions – *Dr. Veracco* – **Action Required**
  - Nicole Kelly moved to approve the Agenda.
  - Janice Malchow seconded the motion.
  - Motion carried.
- III. Correspondence – *Nicole Kelly*
  - There was no correspondence to report.
- IV. Liaison Committee Updates – *Cindy Sues*
  - A. Personnel Interview Committee: Howard Marshall
  - B. Schererville Redevelopment Commission: Nicole Kelly
  - C. Schererville Parks Department: Nicole Kelly
  - D. Lake Central Education Foundation: Janice Malchow
  - E. Dyer Parks Department - Janice Malchow
  - F. St. John Redevelopment Commission: Cindy Sues
  - G. Dollars for Scholars: Cindy Sues
  - H. Wellness Committee: Jennifer Medlen
  - I. Dyer Redevelopment Commission: Jennifer Medlen

- V. Official School Board Business Topics: Consent Agenda – *Dr. Veracco* – **Action Required**
- A. Approval of Minutes
- Regular Board Meeting: Monday, October 17, 2022
  - Executive Session: Monday, October 17, 2022
  - Special Board Meeting: Thursday, October 27, 2022
- B. Approval of Claims, Payroll and Extracurricular Expenditures
- Howard Marshall moved to approve the Consent Agenda.
  - Jennifer Medlen seconded the motion.
  - Motion passed.
- VI. Public Comments Regarding Action Items
- There were no public comments regarding action items.
- VII. Official School Board Business Topics: Regular Agenda
- A. Superintendent – *Dr. Veracco*
1. Recognitions:
    - a. LCHS: 2022 Indiana Bandmasters Association All-Region Honor Band
    - b. LCHS: National Merit Commendations
  2. Professional Leave Request - **Action Required**
    - Jennifer Medlen moved to approve.
    - Nicole Kelly seconded the motion.
    - Motion carried.
  3. Optional Minor Student Speaker Sign-Up Sheet
  4. Collective Bargaining Agreement, Administrative and Classified Pay Raises - **Action Required**
    - Nicole Kelly moved to approve.
    - Howard Marshall seconded the motion.
    - Motion carried.
- B. Director of Human Resources/Personnel – *Terry Mucha*
1. Personnel Recommendations – **Action Required**
    - Janice Malchow moved to approve.
    - Jennifer Medlen seconded the motion.
    - Motion carried.
- C. Director of Primary Education – *Yolanda Bracey*
1. Professional Leave Request - **Action Required**
    - Howard Marshall moved to approve.
    - Cindy Sues seconded the motion.
    - Motion carried.
- D. Director of Secondary Education – *Sarah Castaneda*
1. Professional Leave Request - **Action Required**
    - Nicole Kelly moved to approve.
    - Janice Malchow seconded the motion.
    - Motion carried.

2. Field Trip Requests - **Action Required**

- Janice Malchow moved to approve.
- Howard Marshall seconded the motion.
- Motion carried.

E. Director of Student Services - *Becky Gromala*

1. Professional Leave Requests - **Action Required**

- Howard Marshall moved to approve.
- Jennifer Medlen seconded the motion.
- Motion carried.

F. Director of Facilities – *Bill Ledyard*

G. Director of Technology – *Rick Moreno*

H. Director of Business Services – *Rob James*

1. Award of Leasing Vacant Land - **Action Needed**

- Janice Malchow moved to approve.
- Nicole Kelly seconded the motion.
- Motion carried.

2. Donations - **Action Needed**

- Howard Marshall moved to approve.
- Cindy Sues seconded the motion.
- Motion carried.

VIII. Public Comments – *Cindy Sues*

*Mile Kovacevic*

*Anna Maldonado*

*Kathy Konecki*

*Ahaj Haraf*

IX. Board Comments and Consideration of Future Agenda Items – *Cindy Sues*

*Nicole Kelly:* As everyone knows, tomorrow is election day, please research your candidates carefully and get out there and vote.

*Janice Malchow:* Congratulations to the students tonight that were recognized for their academic honors. And, it goes deeper than that, that's the one thing that has really come to me this week. I was speaking to one of our high school teachers, very well respected, and just a quality individual. She said, you know Janice, I have worked at Valparaiso and I have worked another school up here in the region, I can't think of what she said and now I'm at Lake Central and she said I wonder if people really understand the resources that our students have available to them and I thought wow, what a neat statement. And, that's coming from someone that works internally and sees all the good with the bad, so I thought that was quite a celebration. And, I know that our cross country boys and girls teams did very well. Our cheerleaders were first in the state. Volleyball, I drove down to see that game, that was quite a game, Hamilton Southeastern had a 6'3" spiker, and you talk about spiking

the ball, she was amazing. The volleyball girls did a good job with that too. And of course I want to shout out about Michelle Snow. Michelle Snow is a fourth grade teacher at Bibich Elementary. She was named the Indiana Academic Coach of the Year for the State of Indiana, and I just wanted to shout that out. Michelle is one of the best teachers that you're going to find. In 1999 when I came to Lake Central and she was one of my teachers at Bibich, and I said Michelle, I need somebody to help me with Spell Bowl, we didn't have Spell Bowl up in the region at that time, and Michelle was a risk taker, she was the one that took the responsibility and stood with it and look where it is now, and this is the strongest area in the state of Indiana for Spell Bowl so that's just the type of leadership we have at Lake Central and I just wanted to share that with everyone because I think so many times we get hung up on the little interpretations of things. What does this mean? What does that mean? Should I support this? Should I not support that? But when you look at the bigger picture there's a lot of great things going on, so thanks to everyone for making that happen.

*Jennifer Medlen:* I just want parents to know that the Board and administration continues to grapple with the complexities of making all the students and teachers and staff feel welcome and feel like they are a part of a greater community and its unfortunately it's become a complex issue, it's something that we don't take lightly and the communication between the Board and administration is taking place and hopefully will grow stronger from this. We are LC.

- X. Board Calendar of Future Activities – *Dr. Veracco*  
- Next School Board Meeting: Monday, November 21, 2022

- XI. Adjournment – *Cindy Sues* – **Action Required**  
- Janice Malchow moved to approve.  
- Nicole Kelly seconded the motion.  
- Motion carried.

Minutes of the November 7, 2022 School Board Meeting were approved and adopted by the Board of School Trustees at the November 21, 2022 School Board Meeting.

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Cindy Sues, President

ATTEST:

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Nicole Kelly, Secretary



## BOARD RECOGNITION OF OUTSTANDING PERFORMANCE

For a student/teacher to be eligible for Board Recognition, the following criteria must be met before his/her name is submitted:

- A. Honors or awards received while participating in school corporation-sponsored activities.
  - 1. State and national honors and awards
  - 2. Athletic honors and awards beyond the conference and sectional level (i.e. regional, state, national)
  - 3. Awards and honors that are rare and bring credit to the Lake Central School Corporation.
- B. Honors and awards from activities NOT directly sponsored by the Lake Central School Corporation which are rare and bring credit to the school corporation.
  - For group or team recognition, a certificate will be made out to the Team/Group (more than 12 members) and will be accepted by the captain or designee. Individual team members will receive their certificates at a later date to be determined by the coach or mentor. If the team has fewer than 12 members, certificates are issued to individual team members at the Board meetings.
  - The office will mail letters to the students and their parents, inviting them to attend a particular Board Meeting to receive their certificates (usually one week prior to the Board Meeting). Copies of the letters will be sent to the principal and sponsor/coach.
  - It is the responsibility of the school principal, coach, or mentor to submit, to the corporation office, the correct names and addresses of the students to be recognized.
  - Please take pictures during meets/events so the entire team is present. Pictures should be sent to Jeanne Nowacki and Matt Toczek.

BUILDING PRINCIPAL'S AUTHORIZATION: Quinn Nowacki

DATE: 10/10/22

All Recognition Requests must be approved by Dr. Veracco before being presented to the School Board

*Please complete this form in its entirety and send to Central Office, ATTN: Susie Glasgow/Lori Olson*

SCHOOL LCMS

CONTACT PERSON ELIOT SMITH

EXT 2078

NAME OF EVENT: \_\_\_\_\_

LOCATION OF EVENT: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_

### CRITERIA/GENERAL INFORMATION REGARDING ACHIEVEMENT

*(To be read by Dr. Veracco during Board Meeting – attach sheet or use reverse side for additional information)*

SEE ATTACHED SHEET

### CERTIFICATE OF ACHIEVEMENT

*(Please indicate exact writing that should be on the certificate)*

2022 INDIANA BANDMASTERS ASSOCIATION ALL-REGIONAL HONOR  
BAND

2022 INDIANA BANDMASTERS ASSOCIATION ALL-DISTRICT HONOR BAND

Please indicate the following information on separate sheet of paper or on back of this form: \_\_\_\_\_ Individual \_\_\_\_\_ Group/Team

Name of Student, Address, Zip, Grade and any additional information. Name of Sponsor, Coach or Mentor

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Name ELIOT SMITH Title DIRECTOR OF BANDS

Date NOV 7, 2022

To be read by Dr. Veracco:

We would like to congratulate the following Lake Central High School Students who were selected for the 2022 Indiana Bandmasters Association All-Region Honor Band:

Cameron Barry, Clarinet  
Charlotte Monahu, Flute  
Katherine Sirkin, Clarinet  
Liam Filbin, Bass Clarinet  
Mazy Redhead, Flute  
Samuel Camp, Trombone

These students were selected from hundreds of applicants from over 30 schools. Their dedication to excellence in the performing arts is nothing short of extraordinary. Their concert will take place on Sunday, November 13, 2022 at 3:00pm at Portage High School.

We would also like to congratulate the following Lake Central High School students who were selected for the 2022 Indiana Bandmasters Association All-District Honor Band:

Jayla Parks, Flute  
Nadine Batista, Alto Sax  
Chloe Musgrave, Bari Sax  
Jacob Jongsma, French Horn  
Landon LaRue, Trombone  
Dominic Piunti, Trombone  
Avery Deedrick, Euphonium  
Matthew Borowski, Percussion  
Gracie Cockrell, Percussion  
Alex McGaha, Percussion

These students were selected from hundreds of applicants from over 20 schools. Their dedication to excellence in the performing arts is nothing short of extraordinary. Their concert will take place on Sunday, November 20, 2022 at 4:00pm at Kankakee Valley High School.

## BOARD RECOGNITION OF OUTSTANDING PERFORMANCE

For a student/teacher to be eligible for Board Recognition, the following criteria must be met before his/her name is submitted:

- A. Honors or awards received while participating in school corporation-sponsored activities.
  - 1. State and national honors and awards
  - 2. Athletic honors and awards beyond the conference and sectional level (i.e. regional, state, national)
  - 3. Awards and honors that are rare and bring credit to the Lake Central School Corporation.
- B. Honors and awards from activities NOT directly sponsored by the Lake Central School Corporation which are rare and bring credit to the school corporation.
  - For group or team recognition, a certificate will be made out to the Team/Group (more than 12 members) and will be accepted by the captain or designee. Individual team members will receive their certificates at a later date to be determined by the coach or mentor. If the team has fewer than 12 members, certificates are issued to individual team members at the Board meetings.
  - The office will mail letters to the students and their parents, inviting them to attend a particular Board Meeting to receive their certificates (usually one week prior to the Board Meeting). Copies of the letters will be sent to the principal and sponsor/coach.
  - It is the responsibility of the school principal, coach, or mentor to submit, to the corporation office, the correct names and addresses of the students to be recognized.
  - Please take pictures during meets/events so the entire team is present. Pictures should be sent to Jeanne Nowacki and Matt Toczek.

BUILDING PRINCIPAL'S AUTHORIZATION: Tim Nowacki

DATE: 10-4-22

All Recognition Requests must be approved by Dr. Veracco before being presented to the School Board

Please complete this form in its entirety and send to Central Office, ATTN: Susie Glasgow/Lori Olson

SCHOOL LCHS

CONTACT PERSON \_\_\_\_\_

NAME OF EVENT: National Merit

LOCATION OF EVENT: N/A

DATE OF EVENT: N/A

### CRITERIA/GENERAL INFORMATION REGARDING ACHIEVEMENT

(To be read by Dr. Veracco during Board Meeting – attach sheet or use reverse side for additional information)

These 8 LCHS students received a Letter of Commendation from the National Merit Scholarship Corporation for outstanding performance on the 2021 PSAT/NMSQT exam. (Placed among top 50,000 students)

(Please indicate exact writing that should be on the certificate)

Received a Letter of Commendation from the National Merit Corporation for outstanding performance on the PSAT/NMSQT 2021 exam.

Please indicate the following information on separate sheet of paper or on back of this form: \_\_\_\_\_ Individual \_\_\_\_\_ Group/Team

Name of Student, Address, Zip, Grade and any additional information. Name of Sponsor, Coach or Mentor

Name \_\_\_\_\_ Title \_\_\_\_\_

Name Please see 8 names attached Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

\* FOR November 7<sup>th</sup> Meeting \*

Date: Nov 7, 2022

## National Merit- Letter of Commendation Students

Name
Benjamin T. DiFilippo
Nicholas A. Devries
Gunnar A. Dahl
Kaya S. Blankenship
Cassandra J. Smolen
Trevor B. Polaski
Nachiket Magesh
Kyle J. Helton

These students are being recognized for their exceptional academic promise. They have placed among the top 50,000 students (all juniors) who took the 2021 PSAT/NMSQT exam.



## Lake Central School Corporation

8260 Wicker Avenue  
Tel: (219) 365-8507

Saint John, IN 46373  
Fax: (219) 365-6406

website: [lcsc.us](http://lcsc.us)



**Lawrence Veracco, Ph.D.**  
Superintendent

**Terry Mucha**

Director of Human Resources

**Yolanda Bracey, Ed. D.**

Director of Primary Education

**Sarah Castaneda**

Director of Secondary Education

**Rebecca Gromala**

Director of Student Services

TO: Board of School Trustees  
FROM: Dr. Larry Veracco, Superintendent  
DATE: November 3, 2022  
RE: **Board Meeting of November 7, 2022**

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### PROFESSIONAL LEAVE REQUESTS

<b>NAME</b>	<b>Dr. Larry Veracco</b>
POSITION	Superintendent
SCHOOL	Lake Central School Corporation
EVENT	IAPSS Annual Meeting
DATES	11/30 – 12/02/2022
PLACE	Indianapolis, IN
DESCRIPTION	Annual Meeting
SPONSORING ORGANIZATION	Indiana Association of Public School Superintendents
EXPENSES	Estimated Meal Cost - \$105 Estimated Hotel Cost - \$300 + tax Estimated Required Fees – \$275 Estimated Travel Cost – Mileage
FUNDING	030-0-23210-58000-0001

L.V/vv

## Public Comments at Board Meetings

- Minor students making comments at our meetings has resulted in our need to consider how we document those individuals who participate
- Our practice has been to list the names and hometowns of everyone who comments
- Our practice will change beginning with listing minor students in our board minutes as student 1, student 2 etc.
- Indiana Public Access Counselor, Luke Britt responded to an email inquiry by stating, "The minutes are there to memorialize the business of the Board and not necessarily the comments of attendees."
- Beginning this evening minor students will be given the option of signing up on a separate sheet, will be given the opportunity to comment after adult speakers, and the archived version of our meetings will NOT include the recorded comments of minors

**AGREEMENT**

**BETWEEN**

**THE  
LAKE CENTRAL BOARD OF SCHOOL TRUSTEES**

**AND**

**THE  
LAKE CENTRAL TEACHERS' ASSOCIATION**

**July 1, 2022 through June 30, 2023**

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## **Article I: Agreement**

### **A. Agreement**

This Agreement is made and entered into at St. John, Indiana by and between the Board of School Trustees of the Lake Central School Corporation (the Board) and the Lake Central Teachers' Association, an affiliate of the Indiana State Teachers' Association and the National Education Association (the Association).

### **B. Term**

This Agreement shall be effective as of July 1, 2022, and shall continue in effect through June 30, 2023.

### **C. Reopener Language:** Intentionally omitted.

### **D. Presentation of Agreement**

This agreement shall be distributed in electronic form to each certified staff member, administrator, and school board member via the corporation email system.

### **E. Recognition**

The Board recognizes the Association as the exclusive representative of the following bargaining unit:

*All certificated personnel whether under contract, on a Teacher's Temporary Contract, or on leave shall be part of the bargaining unit. Such representation shall except Superintendent, Assistant Superintendents, All Directors, School Psychologists, Principals, Assistant Principals, and High School Athletic Director.*

### **F. Definitions**

1. The term "teacher" when used hereinafter in the Agreement shall refer to a member of the bargaining unit as defined above, and references in which the masculine pronoun is used shall comprise male and female teachers.
2. The term "Superintendent" when used hereinafter in the Agreement shall refer to the Superintendent of the Lake Central School Corporation or his/her designee.
3. The term "insurance" when used hereinafter in the Agreement shall refer to the Lake Central group insurance.

## **Article II: Association Rights**

### **A. Association Business**

The president of the Association or his/her designee shall, upon request, be granted a total of five (5) days per school year to be absent from regularly assigned contractual duties, with pay, to conduct Association business, provided that twenty-four (24) hours written notice is given to the president or president's designee's school building principal. It is agreed that the days provided for herein shall be taken in increments of one-half or full school days.

### **B. Legislative Leave**

1. A bank of five (5) days per year shall be assigned to the Association President for disbursement to teachers at his discretion for the purpose of lobbying. Five additional days shall be granted for the purpose of lobbying provided the days are requested in writing by the President of the Association. Additional days may be granted by the Superintendent. No less than twenty-four (24) hours' notice shall be given by the Association to the Board when the use of this leave is desired. Individual teachers may be granted more than two (2) days in any school year for the purposes of this provision when approved by the Superintendent.
2. Should the Board and the Association mutually agree that lobbying efforts by the LCTA, in addition to those referred to herein above, would be in the best interests of the School Corporation, the Superintendent may, at his discretion, allow a specific number of teachers selected by the LCTA to be absent from school for a specific period with pay for the purposes of legislative lobbying.

## **Article III: Leaves**

### **Family and Medical Leave Act Overview**

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

1. Twelve workweeks of leave in a 12-month period for:
  - ◆ The birth of a child and to care for the newborn child within one year of birth.
  - ◆ The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
  - ◆ To care for the employee's spouse, child, or parent who has a serious health condition.
  - ◆ A serious health condition that makes the employee unable to perform the essential functions of his or her job.

## **Examples of Lake Central benefits through FMLA**

1. For family illness that qualifies for FMLA, the teacher shall be permitted to use current year family illness leave balance as well as days from accumulated sick leave in order to spend up to 15 days with their family member in any given school year.
2. If after the birth of a child, the birth mother experienced additional health complications that made the employee unable to return to work, she would submit the appropriate documentation from the medical professional. Upon approval she would have the ability to go unpaid or use her available balance of sick days as paid days.
3. If an employee experiences a qualifying event under FMLA, once the documents are submitted and approved, if the qualifying event is for the covered employee, the individual could choose to go unpaid or use their available balance of sick days as paid days.

### **A. Personal Illness/Family Illness**

1. Certified teachers shall be granted ten (10) paid days of personal/family illness leave at the beginning of each school year provided they report to work at the beginning of the school year. If an employee begins the school year on leave, the number of paid days of personal/family illness leave for that year will be prorated based on the percentage of the school year that remains when the employee returns to duty. Employee use of paid leave for family illness purposes is limited to ten days per year. (Personal Business Days may also be used to care for a family member). Teachers can track their accumulated personal illness leave days by accessing the corporation website at [www.lcsc.us](http://www.lcsc.us), then Employee Access, on the top right-hand side of the page, then employee name, and finally, leave balances.
2. Unused leave shall be accumulative from year to year without limit.
3. Two (2) days of leave with pay will be given for personal illness for full time Summer School teachers. If unused, these days will be moved to the teacher's benefit bank at the end of summer school. Any teacher working a portion of summer school will have these days pro-rated accordingly.
4. A teacher who does not renew his contract, or whose contract is not renewed, is not entitled to any unused sick leave benefits after the last contract day of the current school year.
5. A teacher who has prior teaching experience or has prior accredited college teaching experience will be permitted to transfer in their second year of employment with the Lake Central School up to 3 days of sick leave accumulated with the prior school employer and 3 days for each succeeding year until the accumulated sick leave is exhausted.
6. Teachers may also be eligible for up to twelve (12) weeks of unpaid leave for personal/family illness under the Family Medical Leave Act. Any certificated staff member who anticipates an extended leave for themselves or an immediate family member must apply for FMLA regardless of their accumulated leave balance.

## **B. Personal Business**

1. Teachers are entitled to three (3) days for the transaction of personal or civic affairs during the school year without loss of compensation. A written statement of intention to take personal leave shall be submitted to the Building Principal. Additional leave without pay may be granted by the Superintendent.
2. An additional one half (1/2) day of personal leave shall be given to a teacher in exchange for attendance at his/her school's annual open house(s) held outside the regular school day during the first semester of the school year. Prior to the event, the date, time, and place of the event shall be communicated to the school's certified staff. The teacher shall sign in at the open house(s) to guarantee the one half (1/2) day leave. Unused personal leave shall be applied to the teacher's accumulated sick leave. Teachers who are asked to attend more than one open house are entitled to one half personal day for each open house.

## **C. Workers' Compensation (On The Job Injury including extra-curricular)**

A teacher injured in the course of employment must make the initial visit with Lake Central's designated medical treatment facility for workers' compensation. Our designated Franciscan Working Well facilities are located at:

8345 Wicker Ave, St John  
12800 Mississippi Parkway, Suite A 204, Crown Point  
7905 Calumet Ave, Munster

The physician must be informed that the visit is the result of an accident described under the Workers' Compensation Act. After that initial visit, any additional medical attention, including surgery, must be first approved by the corporation's workers' compensation insurance carrier. For absence due to injury incurred in the course of the teacher's employment, the Board shall pay, to teachers qualifying for Workers' Compensation, (i.e. medical benefits, disability/impairment benefits) the difference between their salary and the benefits received under the Indiana Workers' Compensation Act for a period not to exceed one hundred (100) school days. Pay received under this provision will not cause reduction in any other leave days provided in this Agreement.

The Board may, in its sole and exclusive discretion, grant to a teacher injured in the course of the teacher's employment such additional paid leave days as the Board deems appropriate.

## **D. Professional Leave**

1. Teachers may request Professional Leave.
2. Requests for Professional Leave must be submitted within sufficient time for Board consideration at the next regularly scheduled Board meeting in advance of requested leave date.
3. Teachers may request reimbursement for travel, food, lodging, and registration fees. Teachers requesting reimbursement shall be informed of approval or denial prior to the leave, and if approved, in part or in total, shall receive payment following presentation of receipts and filing of a claim.



4. All requests for Professional Leave shall be forwarded to the Superintendent. The Superintendent shall provide to the teacher the reason(s), in writing, for any denial of a leave or denial of reimbursement for leave expenses. Such decisions shall be made on a fair basis applied consistently to all affected personnel.

#### **E. Bereavement**

The Lake Central School Corporation recognizes the importance of allowing its employees to grieve and celebrate the life of a loved one at or around the time of death. In the case of death within the immediate family, an employee shall be entitled to be absent from work without loss of compensation for a period extending up to five (5) workdays related to the death/funeral services. Immediate family members shall be interpreted as husband, wife, child, sister, brother, mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, step-parent, step-child, or any other member of the family living in the same household no matter what degree of relationship.

The employee shall submit a Bereavement Leave Request form to his/her immediate supervisor indicating the specific funeral/memorial arrangements.

Employees may request to use family illness, personal business, or accumulated personal illness days as bereavement days for other persons not considered immediate family.

In the case of the death(s) of a building staff member(s), a committee made up of the superintendent, the building principal, and the L.C.T.A. building representative may grant bereavement time for the purpose of attending the funeral. This time shall not cause a reduction in any other leave days provided, loss of pay nor hardship to the school.

#### **F. Military**

1. Military leave of absence without pay will be granted to any teacher who is inducted or initially enlists in any branch of the Armed Forces of the United States. Teachers called to military service have been granted status and contract rights under Federal Military Employment Rights Act and Indiana Code.
2. Teachers taking a physical examination required by the military shall be granted absence with pay not to exceed one (1) day.
3. If National Guard or Reserve Unit is called to temporary active duty during the school year due to emergency situation, a leave of absence will be granted for a period not to exceed two (2) weeks. The teacher will receive his regular base salary minus that paid by the government.
4. All military service up to four (4) years may be recognized for experience purposes on the salary schedule. The above shall apply to all veterans who took the Oath of Allegiance, wore the uniform, served either in combat or non-combat units, and were honorably discharged.
5. In order to translate the military experience into teaching experience, eight (8) months of either military service or military service combined with school teaching experience shall be deemed equivalent to one (1)



year of teaching experience, providing that such service takes place between July 1 and June 30.

6. The teacher shall be entitled to re-employment rights in the position he is vacating or one of like status and pay scale, provided.
  - a. He is honorably discharged or separated from the Armed Forces.
  - b. He is still qualified and competent to perform the duties of such teaching position.
  - c. He applies for re-employment within sixty (60) days after separation from active duty.

#### **G. Maternity/Paternity/Adoptive**

Any teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she is able to fulfill the requirements of her position. Temporary disabilities caused by pregnancy shall be governed by the same provisions governed by the Family Medical Leave Act and the following:

1. Any teacher who is pregnant is entitled to a leave of absence based on the rules and regulations of the Family Medical Leave Act.
2. Under a normal pregnancy and delivery, a teacher is afforded the benefit of utilizing 30 sick days of their accumulated balance as paid days during the 6 week period immediately following the birth of the child. If a delivery is by C-Section, a teacher is afforded the benefit of utilizing 40 sick days of their accumulated balance as paid days during the 8 week period immediately following the birth of the child.
3. When a maternity leave is requested, the teacher shall select one of the following options:
  - a. She shall notify the Superintendent of the subsequent length of her leave based on the expected due date and projected date of return based on the rules governing FMLA above, or
  - b. The teacher, the principal, and the Superintendent shall discuss and mutually agree upon the return date. If consensus cannot be reached, the Superintendent shall put in writing the reason for the required return date.
  - c. In the event a teacher wishes to change the expected beginning and/or ending dates of a previously arranged maternity leave, she shall use option (a) and/or (b) immediately above.
4. Teachers who desire maternity leave shall have their physician complete the appropriate leave forms.
5. An employee who requests a paternity or adoptive leave that qualifies under the Family Medical Leave Act for up to 12 weeks of unpaid, job protected leave has the option to use his family illness and personal business days as paid days after the birth of a child.

#### **H. Emergency Leave**

1. In case of emergencies, the building principal or his designee may grant permission for a teacher to be absent a part of the day. If coverage of the absent teacher's duties and assignments is of no cost to the Corporation and meets the building principal's approval, the absence without loss of pay will be approved. If cost to the Corporation is a factor, the absence will be charged to an applicable existing leave or be deducted from the day's pay, either of which shall be calculated on a pro-rated basis of time missed in the regular day.
2. If after a teacher has stated that an emergency exists, but the building principal or his designee does not agree, and the teacher continues to feel that the matter in question must require him to be absent from the building, he may leave after informing the principal of his intended action. The building principal or his designee will report the absence, and the teacher will be subject to loss of pay. Upon return, the teacher may request that the matter be referred to the Superintendent for review and disposition.

#### **I. Jury Duty Leave**

1. In case of absence in response to jury duty, the teacher shall receive his regular base salary once the jury duty attendance form is submitted to payroll.
2. In case of absence in response to a subpoena connected with a teacher's school related duties and activities, the teacher shall receive his regular base salary.

#### **J. Extended Medical Leaves**

1. For personal illness that extends beyond the period of sick leave compensation (FMLA), an unpaid leave of absence may be requested. If approved, the teacher shall be permitted to continue in the insurance program during the leave until the employee has exhausted their accumulated leave balance. At the point where the leave becomes an unprotected leave, the employee may continue in the insurance program by means of direct payment of the premium to the Lake Central School Corporation for a period not to exceed the length of the approved leave.

#### **K. Extended Leaves**

1. Leaves may be granted at the Board's discretion for other reasons based on a recommendation of the Superintendent.

#### **L. Sabbatical Leave**

1. A plan for such full time professional study, research and/or education travel shall be submitted with the leave application during the period January 15 to March 15 preceding the school year during which leave is to be taken. The Superintendent will submit his recommendation to the Board of Education no later than April 1.
2. Such leave shall be granted for one (1) year. Teachers shall not be eligible for another Sabbatical Leave for another five years of employment with LCSC.
3. A teacher returning from Sabbatical Leave shall have restored to him the accumulated sick leave days that were in the balance prior to the Sabbatical.
4. Sabbatical Leaves shall be granted on fair and equitable basis.
5. Teachers who have been granted Sabbatical Leave shall notify the Superintendent in writing on or before March 1 of their intentions to resume working at the beginning of the ensuing school year. Failure to comply will result in cancellation of contract.
6. The Indiana State Teachers' Retirement office will grant (1) year of credit toward retirement if during a sabbatical leave, a teacher carries twenty (20) semester hours or thirty (30) term (quarter) hours. Evidence of the leave and a transcript of credit must be sent to the Teachers' Retirement Fund Office to claim this credit. Only one (1) year's leave per seven (7) years of teaching will be allowed for credit.
7. If approved, the teacher shall be permitted to continue in the insurance program during the Sabbatical by means of direct payment of the premium to the Lake Central School Corporation for a period not to exceed the length of the approved leave.

#### **M. Ceremonial Rites Leave**

A teacher shall be entitled to be absent from work for one (1) day per school year to attend or participate in rites, ceremonies or services of significance to the teacher which occur during the teacher's workday. The day used shall be deducted from the teacher's family illness allotment.

## **Article IV: Professional Compensation**

### **A. Glossary of Terms of Purposes for the 2022-23 Compensation Model**

*Beginning Salary:* Initial salary a teacher receives when hired by Lake Central.

*Minimum Salary* – This number is the lowest salary which any Certified Staff member under contract for the 2022-2023 school year will earn provided they are new or, if employed under a contract by Lake Central in the previous year, are eligible for increase under the 2022-2023 Compensation Model.

*Base Salary:* This number is the amount earned in the previous year upon which any increase will be added.

*Base Salary Increase:* Increase to Certified Staff Member's Base Salary for 2022-23 school year.

*Certified Staff* – For purposes of compensation model only, this refers to bargaining unit members.

*Performance Evaluation Rating*– the final categorization of each certified staff member based on the RISE model used in the Lake Central School Corporation.

*Performance Appeal* – Certified Staff who will not receive an increase due to an ineffective rating on their Performance Evaluation may request and receive a private conference with the Superintendent or his designee (IC 20-28-11.5.6(c)).

*Year of Experience* – earned by each Certified Staff member who works 120 days during a given school year.

*Salary Range:* The range of salaries for returning Lake Central School Corporation Certified Staff (before any increases under 2022-23 Compensation Model).

### **B. 2022-2023 Compensation Model**

1. *Minimum Salary:* The Minimum Salary for the 2022-23 school year will be \$53,000.
2. *Salary Range:* The salary range for the 2022-2023 school year is \$52,000 - \$86,000 (not including current year increases or TRF).
3. *General Eligibility:* To be eligible for a Base Salary Increase, a Certified Staff member must have received a Performance Evaluation Rating of effective or highly effective for the prior school year ("Eligible"). A Certified Staff

member who received a Performance Evaluation Rating of ineffective or improvement necessary will remain at their prior year Base Salary.

#### 4. Factors and Distribution:

- a. Evaluation: Eligible teachers who received a Performance Evaluation Rating of highly effective or effective for the prior school year will receive a Base Salary Increase of \$1,334.
- b. Experience: Eligible teachers who earned a Year of Experience will receive a Base Salary Increase of \$666.
- c. Academic Needs: The Superintendent shall have discretion to increase an eligible teacher's salary to an amount up to \$86,000, provided the resultant salary remains within the salary range, for meeting academic needs of students. Meeting academic needs of students is defined as the need to retain teachers who are important to the School Corporation. The academic need factor is not related to experience or education. The Superintendent will notify the Association President prior to authorizing the increase. The experience factor is not more than 50% of the base salary increase.

Eligible teachers on a less than full time contract will receive a Base Salary Increase on a pro rata basis.

Redistribution: Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

### C. Paydays

#### 1. Options

- a. Teachers have the option of having their base salaries paid in either twenty-four (24) installments or twenty (20) installments. Teachers choosing the 20-pay option will not receive regular compensation during the months of July or August.
- b. A beginning first year teacher will have the option of receiving 50% of their first check on the last pay date of the prior contract and the remaining 50% on the first pay date of the new school year.

#### 2. Dates

- a. The initial payday for a school year shall be the same for either pay option.
- b. Payments shall be distributed via direct deposit to the financial institution designated by the employee on the 5<sup>th</sup> and 20<sup>th</sup> of each month. If a payday falls on a weekend or bank holiday, payroll will be



deposited on the previous business day.

### **3. Non-Compensatory Absence**

In the event that the administration has reasonable cause to believe that a teacher's absence is non-compensatory, the administration may dock the teacher's pay for the amount of the non-compensatory absence. The administration shall contact the teacher and Director of Human Resources to notify them of the affected paycheck as soon as possible.

### **D. New Teacher Salary**

The school district will make every effort to hire new full time teachers at the Minimum Salary; however, the Superintendent has the discretion to set the new hire salary at any rate within the Salary Range provided the amount does not exceed the salary of a veteran Lake Central teacher with similar experience and education credentials without prior discussion with the LCTA President. For teachers with unique credentials and licensing, the Superintendent or designee will inform LCTA of the reason for the new hire rate.

### **E. Homebound Instruction (Grades K-12, inclusive)**

Compensation for homebound teaching assignments shall be at the hourly rate of pay earned by the teacher in his regular full-time day school assignment.

### **F. Extra Classes**

Teachers will receive payment equal to their hourly rate when they are assigned the ancillary duty of instructing an additional roster of students during their preparation period.

*Portions of this provision unrelated to wages are the school's policy, were not bargained, and are included for informational purposes only.*

### **G. School Improvement/Special Projects**

Teachers will be paid at the rate of sixteen dollars (\$16.00) per hour when assigned the ancillary duty of participating on school improvement/special projects committees.

*Portions of this provision unrelated to wages are the school's policy, were not bargained, and are included for informational purposes only.*

### **H. State Teachers' Retirement Fund Contribution**

Indiana Code requires the employee to pay 3% of their gross wages to the State Teachers' Retirement Fund. The Lake Central School Corporation will pay this 3% on behalf of the employee.

### **I. Grant Writing**

A teacher will be paid at the rate of sixteen dollars (\$16.00) per hour when assigned the ancillary duty of writing a grant for the school or the school district and is not given release time during his/her workday to do so.

*Portions of this provision unrelated to wages are the school's policy, were not bargained, and are included for informational purposes only.*

#### **J. Personal Automobile Mileage Allowance**

If teachers who are required, in the course of their daily assignments, to drive from one school to another, or to use their personal automobile while conducting school business, as required and approved by the administration, during the regular defined school day, shall receive mileage reimbursement on the basis of the current IRS mileage rate. Athletic and/or extracurricular assignments do not apply.

#### **K. Curriculum Development**

Teachers will be paid at the rate of thirty dollars (\$30.00) per hour when assigned the ancillary duty of working on the Curriculum Development Committee when performing these duties outside of school hours.

*Portions of this provision unrelated to wages are the school's policy, were not bargained, and are included for informational purposes only.*

### **Article V: Insurance**

#### **A. Life**

The Board shall provide life insurance in the amount of fifty thousand dollars (\$50,000) for each teacher. The option of an additional fifty thousand (\$50,000) is available at the teacher's expense.

#### **B. Accidental Death and Dismemberment**

The policy of life insurance provided by the School Corporation to the teachers shall contain an accidental death (double indemnity) and a dismemberment rider to said policy.

#### **C. Hospitalization, Surgery, Major Medical, Dental, and Optical**

1. Insurance premiums will change January 1, 2023.
2. The Board shall provide hospitalization, surgery, and major medical insurance protection to teachers for a full twelve (12) month period, commencing the first day of employment in the school year and continuing until August 31<sup>st</sup> of the following year.
3. The Board shall contribute \$8,536 toward the individual cost of the plan for each teacher who elects a single

plan.

4. The Board shall contribute an additional \$3,964 for a total of \$12,500 toward the cost of the premium for the teacher who elects the employee & children plan, the employee & spouse plan, or the family plan.

The Board's contribution shall be prorated in equal amounts based on 24 pays for those teachers selecting the 24 pay option and 18 pays for those teachers selecting the 20 pay option.

5. The Association shall have the opportunity to have one or more representatives from each building serve on the Benefits Committee which meets monthly to address changes and improvements to the corporation health plan.
6. The Benefits Committee shall mutually agree upon changes made to the plan on an annual basis.
7. The Board shall pay the full cost of a single dental plan premium toward a single or family dental plan for each teacher who elects dental insurance. The Board will pay the full cost of a family dental plan premium for each teacher who elects family dental insurance and family health insurance.
8. The Board shall pay the full cost of a single vision plan premium toward a single or family vision plan for each teacher who elects vision insurance. The Board will pay the full cost of a family vision plan premium for each teacher who elects family vision insurance and family health insurance.

#### **D. Liability**

The School Corporation shall carry insurance providing teachers with liability coverage and legal counsel for actions incurred while performing their assigned duties.

#### **E. Long-term Disability**

The Board shall provide, at no cost to the teachers, a long-term disability plan that provides a salary protection benefit of sixty-six and two-thirds percent (66.6%), a maximum benefit of ten thousand dollars (\$10,000) per month, and a ninety (90) day elimination period. Once an individual qualifies for Long-term Disability, at the conclusion of that specific school year, that individual will become inactive and thus is no longer considered an employee of the Lake Central School Corporation. If that individual, at some point, no longer qualifies for Long-term Disability they may re-apply for any position in Lake Central in which they are certified and proceed through the interview process.

#### **F. Section 125 of the Internal Revenue Service Code**

The Board shall provide a Section 125 premium conversion and dependent care/medical expense benefit plan at no cost to the participating teacher(s).

## Article VI: Retirement Benefit

### A. Retirement Procedures

1. The teacher shall notify the Board of School Trustees in writing of his/her intent to retire from the School Corporation on or before May 1<sup>st</sup> of the school year immediately preceding retirement, except in case of serious illness or disability.
2. In case of disability, the teacher shall present to the Board a doctor's statement of disability. The Board reserves the right to request a medical examination by Board appointed doctors.
3. In the event of death of a contracted teacher who is fifty (50) years of age or over, with twenty (20) year's experience, ten (10) of which are at the School Corporation, the designated beneficiary on the Indiana State Teachers' Retirement Fund shall have survivor's rights. Should a teacher desire to designate a beneficiary other than the Indiana State Teachers' Retirement Fund beneficiary, the teacher must provide written notification to the Superintendent by filling out the beneficiary form available in the Superintendent's office. In the event of a teacher's death, a copy of the death certificate is required prior to distribution of this benefit to the beneficiary.

### B. Teachers with ten years' experience with LCSC as of June, 2004 (Buy-Out Plan)

#### 1. Covered Group and Benefits

A teacher member of the Retirement Benefit Buy-Out Program who is fifty (50) years of age or over, with twenty (20) years of experience, ten (10) of which are at the Lake Central School Corporation or who has twenty-five (25) years of experience in the Lake Central School Corporation, may elect to retire from the Corporation and receive a one-time supplemental retirement benefit of two thousand (\$2000), plus fifty dollars (\$50) for each unused sick leave day. Teachers in the Buy-Out Plan group will receive seventy dollars (\$70) for each unused sick leave day that is accumulated above the total accumulated as of July 1, 2015.

#### Example:

Total # days accumulated as of June 30, 2015	200 x 50 = \$10,000
Total # days accumulated at retirement	278
Less # days at June 30, 2015	<u>-200</u>
	78 x 70 = \$ 5,460
Total supplemental retirement benefit:	<u>\$15,460</u>

#### 2. Method of Payment

Retirement benefits shall be paid in the teacher's last school year to a 401 (a) plan account.

3. Teachers in this program also receive a one-time contribution to their individual VEBA and 401 (a) accounts in July 2005.



4. Beginning with the 2019-20 school year, these teachers will, in addition to their contracted salary, receive an on-going contribution of 3% of their base salary at the end of the school year. The LCTA and the Administration agree the 3.00% contributions will be apportioned with .50% deposited into the VEBA and 2.50% deposited into the 401(a).

**C. Other teachers employed with LCSC during the 2003-2004 school year (Ongoing Plan)**

1. Teachers employed by the School Corporation during the 2003-2004 school year with less than ten (10) years of experience (in the School Corporation) as of June 30, 2004, had an initial contribution of 1.25% of their base salary (based on the 2002 salary schedule) times their years of service in the School Corporation placed into retirement vehicles (VEBA and 401(a)) by July 15, 2005.
2. Beginning with the 2019-20 school year, these teachers will, in addition to their contracted salary, receive an on-going contribution of 3% of their base salary at the end of the school year. The LCTA and the Administration agree the 3.00% contributions will be apportioned with .50% deposited into the VEBA and the 2.50% deposited into the 401(a).
3. Beginning with the 2015-16 school year, these teachers, if 55 years of age or over, are eligible for Indiana Teacher Retirement and who have ten (10) years of experience in the Lake Central School Corporation, may elect to retire from the Corporation and receive a one-time supplemental retirement benefit of two thousand (\$2000), plus seventy dollars (\$70) for each unused sick leave day banked from July 1, 2015. The sick day total to be used in the calculation will be the amount accumulated at retirement minus the amount accumulated as of June 30, 2015. Retirement benefits shall be paid in the teacher's last school year to a 401 (a) plan account.

**D. Teachers hired by LCSC after the conclusion of the 2003-2004 school year (Ongoing Plan)**

1. Those teachers described above in Section C and teachers hired after July 15, 2004, will, in addition to their contracted salary, receive an on-going contribution of 1.25% of their base salary at the end of the school year. The LCTA and the Administration agree the 1.25% contributions will be apportioned with .50% deposited into the VEBA and .75% deposited into the 401(a); except that beginning with the 2019-20 school year, the on-going contribution rate will be 3.00% of their base salary, apportioned with .50% deposited into the VEBA and 2.50% deposited into the 401(a). Teachers will be fully vested in the program after ten (10) years of experience in the School Corporation.
2. These retirement benefits are now similar to the benefits described above in Section B with the exception of the age at which a teacher qualifies. Beginning with the 2015-16 school year, these teachers, if 55 years of age or over, are eligible for Indiana Teacher Retirement and who have ten (10) years of experience in the Lake Central School Corporation, may elect to retire from the Corporation and receive a one-time supplemental retirement benefit of two thousand dollars (\$2000), plus, seventy dollars (\$70) for each unused sick leave day from July 2015 forward. The sick day total to be used in the calculation will be the amount accumulated at retirement minus the amount accumulated as of June 30, 2015. Retirement benefits shall be paid in the teacher's last school year to a 401 (a) plan account.



**E. Additional information that applies to teachers in C and D above:**

Since 2004, teachers who had less than 10 years at LCSC and those hired after July, 2004 have been receiving 1.25% (changing to 3.00% in 2019-20) of their salary contributed to their 401a/VEBA accounts while veteran teachers described in Section B above, until 2015-2016, did not receive that contribution to their 401a/VEBA accounts. It is for this reason teachers who have accumulated days prior to the 2015-2016 school year will be compensated for their days at retirement using the calculation described in Section B above.

Example: Teacher has taught for ten years and has 35 days in his accumulated sick bank as of June 30, 2015. He teaches for twenty more years and at retirement has a total accumulation of 235 days. The sick day benefits paid to his 401a will be calculated as follows:

Total # days at retirement:	235
Less # days accumulated as of 6.30.15:	- 35
Net:	200
Multiplied times \$70 per day	\$14,000

**F. Retirement Insurance Program**

Immediately following retirement, the teacher shall have the option of remaining in the Corporation's current hospital/major medical insurance program, hereinafter referred to as group health plan, if the following conditions are met as of the date of retirement and thereafter:

1. While the retired teacher is enrolled in the group health plan, the retired teacher shall pay the entire insurance premium applicable to the insurance coverage, with the annual payment to be made on or before September 1<sup>st</sup> for the succeeding year or make arrangements for monthly payments of the premium; and
2. Within ninety (90) days of the retirement date, the teacher has provided a written request to the School Corporation for participation in the group health plan.

When a retired teacher first becomes eligible for Medicare (age 65), the teacher's eligibility to continue to participate in the School Corporation's group health plan shall terminate. The teacher's spouse and dependents, if any, will be allowed to continue participation for 36 months as required by COBRA, or until eligible for Medicare, whichever occurs first. It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2-6. Therefore, this right to extended coverage shall not override any rights to continuing healthcare coverage.

**Forfeiture Policy for teachers who are not vested**

If a teacher is a member of **C** or **D** (above), and his/her employment is severed due to a reduction in force, special provisions regarding forfeiture will apply. In order to protect any teacher who may be rehired after being part of a

Reduction in Force, VEBA and 401 (a) accounts will not be forfeited until September 1<sup>st</sup> of the subsequent school year.

#### **Additional Information on VEBA and 401 (a)**

The School Corporation shall contribute to a voluntary employee's beneficiary association (VEBA) as described in section 501(c)(9) of the Code, that amount representing the present value of the group health insurance benefits and term life insurance as calculated for all employees. The organization administering the VEBA account shall be made by mutual agreement. (Currently Security Benefit) The term and conditions for the administration and operations of the VEBA shall be as follows:

1. The amount calculated for each employee will be invested in a separate VEBA account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.
2. Until such time that an employee has retired and satisfied the eligibility requirements, the employee shall have no access to the assets held in his or her separate VEBA account. At no time may a participant borrow from the VEBA plan account.
3. Following retirement, a retired employee may elect to commence distributions from his VEBA account to pay health insurance premiums and to be reimbursed for un-reimbursed medical expenses of the employee, spouse, and dependents. If an employee dies after having satisfied vesting requirements, the deceased employee's spouse or dependent children (or other dependents as defined by the IRS), will be able to use the remaining funds in the account for their eligible health care expenses. If the employee has no surviving spouse or dependent(s), any remaining funds will be forfeited. NOTE: IRS Revenue Ruling 2006-36 does not permit the payment of benefits to non-dependent heirs in the event a deceased participant has no surviving spouse or dependent(s).
4. If an employee resigns or otherwise terminates employment before satisfaction of vesting requirements, the terminated employee's VEBA account shall be forfeited as of June 30.

#### **401(a) Plan**

The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The organization (Currently Met Life), administering the 401(a) plan's terms and conditions for the administration of the 401(a) plan shall be as follows:

1. The amount calculated for each employee will be invested in a separate account. There will be no commingling of accounts and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) plan.
2. Until such time that an employee has retired and satisfied eligibility requirements, the employee shall have no access to the assets held in his or her separate 401(a) plan account. At no time may a participant borrow from his 401(a) account.
3. If an employee retires or otherwise terminated employment before satisfaction of vesting requirements, the terminated employee's 401(a) plan account shall be forfeited as of June 30.
4. Following retirement and the satisfaction of vesting requirements, a retired employee may elect to commence

distributions from his 401 (a) plan account. If an employee dies after having satisfied vesting requirements, the deceased employee's 401 (a) plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made.

## **Article VII: Co-Curricular and Extra-Curricular Stipends**

### **A. Co-Curricular**

#### **CO-CURRICULAR STIPENDS**

<b>Band/Chorus</b>	<b>2022-2023 Stipend/Amount</b>
6th Grade Band (Summer & Fall) Band (Middle)	1,843.00
Chorus – H.S.	7,370.00
Chorus – Middle School	3,685.00
Band – H.S.	9,213.00
Band Assistant – H.S.	3,685.00
Summer <b>Marching</b> Band – H.S.	3,317.00
Fall Marching Band – H.S.	3,317.00
Band – Middle School (Jazz/ISSMA)	3,685.00
Musical Choir & Programs – Elementary	550 per program
Color Guard/Winter Guard-HS	10,123.00
<b>Media/Performing Arts</b>	
Newspaper – H.S.	3,300.00
Yearbook-H.S.	3,300.00
Digital Yearbook - M.S.	440.00

Broadcasting/LCTV– H.S.	3,300.00
Art Club - Elementary	369.00
Art Shows	121 each
ESL Coordinator	5000.00
Dean of Students	5000.00

## B. Extra-Curricular Compensation Stipends

### EXTRACURRICULAR COMPENSATION STIPENDS SCHEDULE OF ADDITIONAL PAY FOR SPECIAL NEEDS

For some extracurricular positions, the number of positions is included for informational purposes only. The number of positions has not been bargained and cannot be bargained in any future collective bargaining agreement.

All extracurricular compensation as listed is based on the completion of the assignment. Interruptions of duty will result in prorating of pay to cover the period worked.

<b>SPORTS AND SPORT RELATED</b>	<b>2022-2023 STIPEND/AMOUNT</b>
Middle School Athletic Coordinators - 1 each	7,370.00
Weight Training Coach/Proj Coor – H.S	16,583.00
<b>Basketball</b>	
Boys Head – H.S.	11,392.00
Girls Head – H.S.	11,392.00
Boys/Girls Assistant – H.S.	7,249.00
Boys/Girls JV – H.S.	7,249.00
Boys/Girls – Freshmen	5,896.00
Boys/Girls Assistant – Freshmen	4,422.00
Boys/Girls – M.S. 7/8 - 2 each	4,422.00
Boys/Girls B Team Assistant (MS – as needed)	2,860.00
<b>Baseball</b>	
Head Varsity - H.S	7,952.00
Assistant Varsity – H.S.	5,528.00
Head J.V. – H.S.	5,528.00
Freshmen Head – H.S.	5,159.00
<b>Football</b>	
Head – H.S	15,000.00

Assistant – H.S. (5)	6,702.00
Freshmen Head – H.S.	6,265.00
Freshmen Assistant – H.S. (3)	5,896.00
Middle School 7/8	4,529.00
Assistant M.S.	3,223.00
<b>Golf</b>	
Boys – H.S.	5,968.00
Assistant Boys-H.S	3,836.00
Girls – H.S.	5,603.00
Assistant Girls – H.S	3,836.00



<b>Gymnastics</b>	<b>2022-2023 Stipend/Amount</b>
Gymnastics H.S	7,247.00
Assistant Gymnastics H.S	4,532.00
Gymnastics Middle School	2,750.00
<b>Soccer</b>	
Boys/Girls Head – H.S.	6,899.00
Boys/Girls Assistant – H.S.	5,159.00
Boys/Girls C-Team– H.S.	5,159.00
<b>Softball</b>	
Head Varsity H.S	7,901.00
Assistant Varsity H.S	5,528.00
Head J.V. H.S	5,528.00
<b>Swimming</b>	
Boys/Girls Head – H.S.	8,723.00
Boys/Girls Assistant – H.S.	5,896.00
Diving – H.S.	5,896.00
Assistant Diving – H.S.	2,948.00
<b>Tennis</b>	
Boys/Girls – H.S.	5,928.00
Boys/Girls Assistant – H.S.	3,724.00
<b>Track (Indoor and Outdoor)</b>	
Boys/Girls Head – H.S.	7,703.00
Boys/Girls Assistant – H.S.	5,159.00
Boys/Girls – M.S. 1 each	3,603.00
Boys/Girls - Assistant M.S. 1 each	2,211.00
<b>Cross Country</b>	
Boys/Girls – H.S.	6,571.00
Boys/Girls Assistant – H.S.	4,054.00
Boys/Girls – M.S. 1 each	3,317.00
Boys/Girls Cross Country Asst - M.S. (as needed)	1,540.00
<b>Volleyball</b>	
Boys/Girls Head – H.S.	7,231.00
Girls JV/Assistant – H.S.	5,159.00
Boys/Girls JV – H.S	5,159.00
Girls Freshmen – H.S	4,054.00
Girls Head – Middle School 7/8 - 2-each	4,054.00

<b>Wrestling</b>	<b>2022-2023 Stipend/Amount</b>
Boys Head – H.S.	8,107.00
Boys Varsity Assistant – H.S.	5,896.00
Boys Junior Varsity – H.S./Freshmen	4,791.00
Boys Freshman Assistant – H.S.	4,140.00
Girls Head – H.S.	6,000.00
Girls Assistant/Trainer – H.S.	2,017.00
Skin Fold Measurement – H.S	369.00
Boys Middle School - 1 each	4,054.00
Boys Assistant Middle School - 1 each	3,317.00
<b>Cheerleading</b>	
Cheerleading – H.S.	5,638.00
Cheerleading Varsity Assistant – H.S.	3,317.00
Freshman Cheerleading.	3,132.00
Cheerleading Middle School - 1 each	3,132.00
<b>Dance</b>	
Poms – Middle School - 1 each	2,580.00
Centralettes – H.S.	2,211.00

**ACADEMIC/EXTRACURRICULAR/STUDENT SERVICES ACADEMIC**

<b>Academic Coaches</b>	<b>2022-2023 Stipend/Amount</b>
Academic Super Bowl (H.S./M.S.) 1 each	2,580.00
Academic Super Bowl Assistant – (H.S)	737.00
Business Professionals of America (H.S.)	2,580.00
Future Problem Solving – M.S.	2,580.00
Science Olympiad (H.S./M.S.) 1 each	2,580.00
Science Olympiad Assistant (H.S./M.S.) 1 each	737.00
Student Government –(H.S./M.S.) 1 each	1,474.00
Hoosier Spell Bowl (H.S./M.S.) 1 each	1,474.00
Hoosier Spell Bowl Assistant – M.S.	369.00
Spell Bowl 5th grade 2 each	660.00
Math Counts – M.S. - 1 each	1,474.00
Math Bowl 5th grade 2 each	660.00
Elementary Spell Bowl - 2 each	660.00
Elementary Math Bowl 2 each	660.00
Student Council - MS/HS	1,474.00
Student Government - EL 2 each	737.00
Publications – M.S. - 1 each	1,650.00

<b>Class Sponsors</b>	
Grade 9 (2)	921.00
Grade 10 (2)	1,106.00
Grade 11 (2)	1,474.00
Grade 12 (2)	1,474.00
<b>Media/Performing Arts</b>	
Photography Coordinator-HS	737.00
Art Club – H.S.	1,106.00
Debate - HS	3,317.00
Rune - HS	1,474.00

<b>Band/Music</b>	<b>2022-2023 Stipend/Amount</b>
Drumline H.S (Winter)	4,975.00
Choir Accompanist – M.S. (Kahler)	99.00
Grade 5 Music Program (Clark/Kahler)	1,106.00
<b>Play</b>	
Choreographer – H.S.	921.00
Choreographer – Choral H.S.	1,843.00
Fall Play Director – H.S.	4,238.00
Fall Play Assistant – H.S.	2,764.00
Musical Play Director – H.S.	6,449.00
Musical Play Assistant – H.S.	3,132.00
Musical Director – Play – Instrumental – H.S.	1,474.00
Musical Director – Play – Vocal – H.S.	1,474.00
Freshmen Play – H.S	4,238.00
Freshmen Play Assistant – H.S	2,801.00
Play Director – M.S - 1 each	2,211.00
Play Assistant – M.S - 1 each	1,106.00
Summer Theatre – H.S.	5,528.00
Summer Theatre Assistant – H.S.	5,528.00
<b>Clubs</b>	
Academic Letterwinners – H.S	1,474.00
Astronomy – H.S	737.00
Best Buddies – H.S	2,200.00 Split by sponsors
Chess – H.S./M.S. - 1 each	1,474.00
Chess Asst – M.S.	737.00
Chess Club - EL	737.00
Dollars for Scholars – H.S	1,210.00
Ecoteens M.S. – Clark	737.00
Friendship Club – M.S. - 1 each	1,106.00
Future Medical Prof – H.S.	737.00
Fitness Club Grade 5 – M.S. 1 each	737.00
Fitness Club Assistant Grade 5 – M.S. - 1 each	369.00
Grade 5 Cooking Club - M.S. - 1 each	737.00
Help Club - M.S. - 1 each	737.00
Interact - H.S	1,843.00
International Thespian Society – H.S	2,200.00
Junior Honor Society – M.S. - 1 each	1,106.00

N-Teens – H.S (winter formal)	2,211.00
N-Teens Assistant – H.S	737.00
National Honor Society – H.S.	1,474.00
Paws for a Cause – (Clark)	550.00
Science Show - EL (pd 1/2 day off for set up)	110.00
Robotics - HS	2,580.00
Robotics - MS	1,474.00
Robotics - EL	880.00
<b>Student Services</b>	
Auditorium Coordinator – H.S.	1,675.00
<b>Department Chairs</b>	
Department Chair Stipend	4,484.00
Department Chair Allowance per member of department (excluding special education staff and themselves)	75.00
School Improvement Chair (new title) - HS	1,106.00
<b>Mentor Teacher</b>	500.00
<b>Unified Sports</b>	
Football Head Coach - HS/MS	2,200.00
Football Assistant Coach - HS/MS	1,650.00
Track Head Coach - HS/MS	2,200.00
Track Assistant Coach - HS/MS	1,650.00
Special Olympics Basketball - MS/HS 2 each	888.00
Special Olympics Bowling - MS/HS	766.00
Special Olympics Track/Field - MS/HS	1,898.00
<b>Miscellaneous</b>	
LC Sponsored Summer PD	\$50.00/day



## **Article VIII: Effect of the Agreement**

### **A. Severability**

If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is determined to be contrary to law, then such provision shall automatically be deleted from this Agreement and its application shall thereafter cease. In such an event, the parties shall meet to bargain a replacement clause for the severed provision, to the extent permitted by law; but all other provisions and applications of the Agreement shall continue in full force and effect.

### **B. Entire Agreement**

The parties mutually agree that this Agreement has been executed pursuant to the provisions of IC 20-29-6 and that it contains the entire Agreement and understanding between the parties thereby superseding all previous oral or written Agreements. This Agreement may not be changed or amended except by a written instrument signed by both parties.

### **C. Attestations**

The undersigned attest to the following:

1. A public hearing was held in compliance with I.C. 20-29-6-1(b) on 9.6.22 at 7:00 pm. Electronic participation from the parties and/or public was not permitted. No testimony was provided.
2. A public meeting in compliance with I.C. 20-29-6-19 was held on 10.27.22 at 4:00 pm, to discuss the tentative agreement. Electronic participation from the governing body and public was permitted.

### **D. Ratification**

This Agreement, having been ratified by the Association and the Board is so attested to by the parties' signatures below:

**For the Association:**

**Ratification Date:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President

**For the Board:**

**Board Approval Date:** \_\_\_\_\_

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Superintendent of Schools

Date: \_\_\_\_\_

Lake Central School Corporation  
Administrative Pay Rates  
2022-2023 School Year

<u>Position</u>	<u>Recommended Salary</u>
Superintendent	186,493
Director of Human Resources	140,300
Director of Secondary Education	138,000
Director of Primary Education	138,000
Director of Student Services	138,000
High School Principal	134,500
High School Assistant Principal	115,100
Athletic Director	118,300
Assistant Athletic Director	99,000
Middle School Principal	124,800
Middle School Assistant Principal	111,500
Elementary School Principal	121,800
Elementary School Assistant Principal	79,000
Director of Business Services	147,000
Director of Food Service	85,800
Director of Facilities	118,100
Director of Transportation	101,400
Director of Technology	111,600
Aquatics Director	74,800
High School Head Custodian	78,300

Lake Central School Corporation  
Proposed Classified Staff Pay Increases  
To Be Effective December 28, 2022

<u>Position</u>	<u>Current Starting Pay Rate</u>	<u>New Starting Pay Rate</u>	<u>Difference</u>	<u>Current Top Pay Rate</u>	<u>New Top Pay Rate</u>	<u>Difference</u>
Paraprofessionals / Aides / Tutors / Security Officer Asst / Study Hall Supervisors	\$14.50	\$15.25	0.75	\$17.25	\$18.00	0.75
School Nurses - General Ed				\$33.00	\$33.75	0.75
School Nurses - Special Ed				\$35.00	\$35.75	0.75
Contracted Bus Drivers	\$21.00 / \$23.00 (3PB; 7 Sick) (4PB; 0 Sick)	\$21.75 / \$23.75 (3PB; 7 Sick) (4PB; 0 Sick)	0.75	\$25.00 / \$28.00 (3PB; 7 Sick) (4PB; 0 Sick)	\$25.75 / \$28.75 (3PB; 7 Sick) (4PB; 0 Sick)	0.75
Bus Aides	\$14.00	\$14.75	0.75	\$16.50	\$17.25	0.75
Transportation Dispatcher	\$18.00	\$18.75	0.75	\$21.00	\$21.75	0.75
Head Mechanic	\$32.00	\$32.75	0.75	\$34.00	\$34.75	0.75
Mechanic	\$28.00	\$28.75	0.75	\$31.75	\$32.50	0.75
Extra Trips Rate	\$18.00	\$18.75	0.75			
Bus Washer	\$13.50	\$14.25	0.75			
Bus Driver Trainer	\$21.50	\$22.25	0.75			
Bus Aide Trainer	\$19.50	\$20.25	0.75			
Driver in Training	\$11.50	\$12.25	0.75			
Head Custodian - Middle School	\$23.50	\$24.25	0.75	\$26.50	\$27.25	0.75
Head Custodian - Elementary	\$22.50	\$23.25	0.75	\$25.50	\$26.25	0.75
Building Level Custodian - Day Shift	\$16.60	\$17.35	0.75	\$21.00	\$21.75	0.75
Evening Shift Custodian	\$0.05	\$0.05	-			
Midnight Shift Custodian	\$0.10	\$0.10	-			
Corporation Maintenance - Class 2	\$18.60	\$19.35	0.75	\$23.00	\$23.75	0.75
Corporation Skilled Maintenance - Class 4	\$22.50	\$23.25	0.75	\$30.50	\$31.25	0.75
Corporation Skilled Maintenance Field Foreman	\$0.50	\$0.50	-			
Corporation Treasurer				\$73,000.00	\$75,000.00	2,000.00
Benefits Coordinator				\$73,000.00	\$75,000.00	2,000.00
12 Month Clerical - Class 1	\$21.50	\$22.25	0.75	\$25.75	\$26.50	0.75
12 Month Clerical - Class 2	\$23.00	\$23.75	0.75	\$27.75	\$28.50	0.75
Receptionist	\$17.80	\$17.80	-	\$21.50	\$22.25	0.75
9 Month Secretaries	\$18.00	\$18.75	0.75	\$21.00	\$21.75	0.75
Bookkeepers	\$18.00	\$18.75	0.75	\$21.00	\$21.75	0.75
Library Clerks	\$18.00	\$18.75	0.75	\$21.00	\$21.75	0.75
Instructional Technology Assistants	\$18.00	\$18.75	0.75	\$21.00	\$21.75	0.75
Full-Time Computer Tech (12 month)	\$19.50	\$20.25	0.75	\$22.50	\$23.25	0.75
Technology Specialist - Help Desk/Tech Specialist	\$19.50	\$20.25	0.75	\$24.50	\$25.25	0.75
Technology Specialist - Phones/Network				\$73,000.00	\$75,000.00	2,000.00
Technology Specialist - State Reporting				\$73,000.00	\$75,000.00	2,000.00
Technology Specialist - Data Support				\$73,000.00	\$75,000.00	2,000.00

Lake Central School Corporation  
Proposed Classified Staff Pay Increases  
To Be Effective December 28, 2022

<u>Position</u>	<u>Current Starting Pay Rate</u>	<u>New Starting Pay Rate</u>	<u>Difference</u>	<u>Current Top Pay Rate</u>	<u>New Top Pay Rate</u>	<u>Difference</u>
Food Service Manager - High School	\$18.15	\$19.15	1.00	\$20.65	\$21.65	1.00
Food Service Manager - Middle School	\$17.30	\$18.30	1.00	\$19.80	\$20.80	1.00
Food Service Manager - Elementary	\$14.45	\$15.45	1.00	\$16.75	\$17.75	1.00
Food Service Manager - Satellite Manager	\$13.25	\$14.25	1.00	\$15.50	\$16.50	1.00
Food Service Manager in Training	\$13.25	\$14.25	1.00	\$15.50	\$16.50	1.00
Food Service Operations Manager	\$18.15	\$19.15	1.00	\$20.65	\$21.65	1.00
Food Service Facility Coordinator	\$18.30	\$19.30	1.00	\$19.80	\$20.80	1.00
Food Service Office Manager / 12-Mo Secretary	\$21.50	\$22.25	0.75	\$25.75	\$26.50	0.75
Food Service Asst Office Manager	\$15.00	\$16.00	1.00	\$16.50	\$17.50	1.00
Food Service Office Financial Assistants	\$14.45	\$15.45	1.00	\$16.50	\$17.50	1.00
Product Supervisor	\$14.45	\$15.45	1.00	\$16.50	\$17.50	1.00
Product Specialist	\$13.25	\$14.25	1.00	\$15.50	\$16.50	1.00
Product Assistant	\$12.60	\$13.60	1.00	\$14.60	\$15.60	1.00
Operational Assistant	\$12.60	\$13.60	1.00	\$14.60	\$15.60	1.00
Cafeteria Assistant	\$12.00	\$13.00	1.00	\$14.30	\$15.30	1.00
Catering Services	\$17.30	\$18.30	1.00			
School Service Providers *	\$ 52,000.00	\$ 53,000.00	1,000.00	\$ 55,000.00	\$ 57,000.00	2,000.00
Speech Language Assistants *	\$ 52,000.00	\$ 53,000.00	1,000.00	\$ 55,000.00	\$ 57,000.00	2,000.00
Educational Diagnosticians *	\$ 52,000.00	\$ 53,000.00	1,000.00	\$ 55,000.00	\$ 57,000.00	2,000.00
Interpreter	\$ 26.50	\$ 27.25	0.75	\$ 29.50	\$ 30.25	0.75
Parent Mentor	\$ 13.00	\$ 13.75	0.75	\$ 14.30	\$ 15.05	0.75
Occupational Therapists	\$ 53.50	\$ 54.25	0.75	\$ 59.00	\$ 59.75	0.75
Physical Therapists	\$ 53.50	\$ 54.25	0.75	\$ 59.00	\$ 59.75	0.75
Occupational Therapist Assistants	\$ 28.00	\$ 28.75	0.75	\$ 31.50	\$ 32.25	0.75
Physical Therapist Assistants	\$ 28.00	\$ 28.75	0.75	\$ 36.50	\$ 37.25	0.75

\* Beginning rate for SSP, SLPA, and Educational Diagnosticians tied to beginning teacher rate. Will get retro pay back to September 1st, same as teachers

Student / Summer Help:		
(Print Shop, Lifeguards, Walker Supv, Custodial, PT Tech)	\$ 13.00	\$ 13.75
Student Weekend Workers (Auditorium)	\$ 17.00	\$ 17.75
Substitute Nurses	\$ 30.50	\$ 31.25
Substitute Custodians **	\$ 16.60	\$ 17.35
Substitute Paraprofessionals **	\$ 14.50	\$ 15.25
Substitute Cafeteria Workers **	\$ 12.00	\$ 13.00
Substitute Bus Drivers **	\$ 21.00	\$ 21.75
Substitute Bus Aides **	\$ 14.00	\$ 14.75

\*\* Substitutes earn the same as our first year hires.

- Employees in their current position since January 31, 2022 will be compensated at the Top Rate
- Employees coming into their current position after January 31, 2022 will be compensated at the Base Rate



## Lake Central School Corporation

8260 Wicker Avenue  
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Saint John, IN 46373  
Fax: (219) 365-6406

website: [lcsc.us](http://lcsc.us)



**Lawrence Veracco, Ph.D.**  
*Superintendent*

**Terry Mucha**  
*Director of Human Resources*

**Yolanda Bracey, Ed. D.**  
*Director of Primary Education*

**Sarah Castaneda**  
*Director of Secondary Education*

**Rebecca Gromala**  
*Director of Student Services*

**TO:** Board of School Trustees  
**FROM:** Terry Mucha, Director of Human Resources  
**DATE:** November 3, 2022  
**RE:** Board Meeting of November 7, 2022

### Personnel

*(Board action required)*

We are recommending that the following be approved:

#### **I. Classified Appointments, Resignations, Transfer, & Change of Hours/Days:**

##### **A. Appointments:**

1. Rodney Schwartz (Crown Point), Bus Driver, Transportation, (effective October 17, 2022).
2. Irma Matthews (Schererville), Paraprofessional, Lake Central High School (effective November 1, 2022).
3. Samantha Crowley (St. John), Café Assistant, Bibich Elementary School, (effective November 8, 2022).
4. Peggy Mitchell (Schererville), Café Assistant, Bibich Elementary School, (effective November 8, 2022).
5. Krystalynn Frohnapple (Dyer), Café Assistant, Kahler Middle School, (effective November 8, 2022).
6. Jamie Carey (Dyer), Café Assistant, Lake Central High School, (effective November 8, 2022).
7. Michelle Seren (Schererville), Café Assistant, Lake Central High School, (effective November 8, 2022).
8. Emine Kocak (Schererville), Paraprofessional, TAP, (effective November 14, 2022).
9. Rashanda Berryhill (Schererville), Paraprofessional, Homan Elementary School, (effective November 2, 2022).
10. Claudia Spigolon (re-hire), School Nurse, Watson Elementary School, (effective November 21, 2022).
11. Nicole Walczak, 9 Month Secretary, Homan Elementary School, (effective November 8, 2022).

**B. Resignations:**

1. Tesha Mallard, Bus Driver, Transportation, (effective October 17, 2022).
2. Cindy McCoy, Paraprofessional, Clark Middle School, (effective October 20, 2022).
3. Joseph Gutierrez, Bus Driver, Transportation, (effective October 31, 2022).
4. Carly Eagan, Paraprofessional, Homan Elementary School, (effective October 14, 2022).
5. Mia Valadez, Café Assistant, Lake Central High School, (effective October 26, 2022).
6. Hollie Briner, Café Assistant, Lake Central High School, (effective October 25, 2022).
7. Paige Kessler, Paraprofessional, Protsman Elementary School, (effective November 11, 2022).
8. Melissa Rushing, 9 Month Secretary, Homan Elementary School, (effective November 7, 2022).

**C. Transfer:**

1. Pam Draus, from Café Assistant to Product Assistant, Lake Central High School, (effective November 8, 2022).

**D. Change of Hours/Days:**

1. Sandra Barnes, Café Assistant, from 4.25 to 5.50 hours per day, Lake Central High School, (effective November 8, 2022).
2. Rhonda Duffy, Café Assistant, from 3.25 to 4.0 hours per day, Lake Central High School, (effective November 8, 2022).
3. Diana West, Operational Assistant, from 5.50 to 6.0 hours per day (from temporary to permanent), Grimmer Middle School, (effective November 8, 2022).
4. Valerie Devries, Product Assistant, from 6.0 to 6.5 hours per day (from temporary to permanent), Kahler Middle School, (effective November 8, 2022).

**II. Certified Extracurricular Appointments & Resignation:**

**A. Appointments:**

1. Terri Budlove, Mentor Teacher for Ed Bafia, Lake Central High School, (effective October 24, 2022).
2. RJ Ohlenkamp, Head Varsity Boys Golf Coach, Lake Central High School, (effective October 26, 2022).
3. Jeff Fairbairn, Freshman Boys Basketball Assistant Coach, Lake Central High School, (effective November 2, 2022).

**B. Resignation:**

1. Jeanette Gray, JV Softball Coach, Lake Central High School, (effective October 17, 2022).

**III. Classified Extracurricular Transfers & Resignations:**

**A. Transfers:**

1. Yvette Tovar, from Co-Varsity Assistant Softball Coach to Varsity Assistant Softball Coach, Lake Central High School, (effective November 2, 2022).
2. Mark Porter, from Co-Varsity Assistant Softball Coach to Co-JV Softball Coach, Lake Central High School, (effective November 22, 2022).

**B. Resignations:**

1. Comron Fouladi, Boys 8<sup>th</sup> Grade B-Team Basketball Coach, Grimmer Middle School, (effective August 22, 2022).
2. Bob Novak, Freshman Boys Basketball Assistant, Lake Central High School, (effective November 2, 2022).

**IV. Approval of Lake Central School Corporation Substitute Staff Appointments and Resignations – Refer to attached list of substitutes that have been hired and have resigned.**

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**Lawrence Veracco, Ph.D.**  
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**Terry Mucha**  
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*Director of Primary Education*

**Sarah Castaneda**  
*Director of Secondary Education*

**Rebecca Gromala**  
*Director of Student Services*

November 7, 2022

### **Certified FMLA Leave**

Amber O'Brien - Teacher - Peifer

Maureen Yaeger – Teacher - LCHS

11/7/2022

### Substitutes - Hired

[illegible]

### Substitutes - Resigned

[illegible]

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*Director of Primary Education*

**Sarah Castaneda**  
*Director of Secondary Education*

**Rebecca Gromala**  
*Director of Student Services*

TO: Board of School Trustees  
FROM: Yolanda Bracey, Director of Primary Education  
DATE: November 4, 2022  
RE: **Board Meeting of November 7, 2022**

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### **PROFESSIONAL LEAVE REQUESTS**

<b>NAME</b>	<b>Emily Maurek</b>
POSITION	Teacher
SCHOOL	Peifer / Bibich Elementary
EVENT	IMEA Professional Development Conference
DATES	1/12 – 1/13/2023
PLACE	Ft. Wayne, IN
DESCRIPTION	Annual music educators conference, Emily will be giving (3) presentations at the conference
SPONSORING ORGANIZATION	Indiana Music Educators Association
EXPENSES	Estimated Meal Cost - \$105 Estimated Hotel Cost – \$434.70 Estimated Required Fees – \$75 Estimated Travel Cost – Mileage
FUNDING	684-3



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**Lawrence Veracco, Ph.D.**  
Superintendent

**Terry Mucha**

Director of Human Resources

**Yolanda Bracey, Ed. D.**

Director of Primary Education

**Sarah Castaneda**

Director of Secondary Education

**Rebecca Gromala**

Director of Student Services

TO: Board of School Trustees  
FROM: Sarah Castaneda, Director of Secondary Education  
DATE: November 3, 2022  
RE: **Board Meeting of November 7, 2022**

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### **PROFESSIONAL LEAVE REQUESTS**

<b>NAME</b>	<b>Jeff Rhody, Alex Thompson</b>
<b>POSITION</b>	Teachers / Coaches
<b>SCHOOL</b>	LCBS
<b>EVENT</b>	IHSAA Cross Country State Finals
<b>DATES</b>	10/28 – 10/29/2022
<b>PLACE</b>	Terre Haute, IN
<b>DESCRIPTION</b>	Boys' Cross Country State Finals
<b>SPONSORING ORGANIZATION</b>	IHSAA
<b>EXPENSES</b>	Estimated Meal Cost - \$0 Estimated Hotel Cost – \$0 Estimated Required Fees – \$0 Estimated Travel Cost – \$0
<b>FUNDING</b>	Athletics

SC/vv

<b>NAME</b>	<b>Morgan Kleinaman / Amanda Pritt</b>
POSITION	Teachers/Coaches
SCHOOL	Peifer / LCHS
EVENT	IHSAA Cross Country State Finals
DATES	10/28 – 10/29/2022
PLACE	Terre Haute, IN
DESCRIPTION	Girls' Cross Country State Finals
SPONSORING ORGANIZATION	IHSAA
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost – \$0 Estimated Required Fees – \$0 Estimated Travel Cost – \$0
FUNDING	Athletics

<b>NAME</b>	<b>Kathy Grimler</b>
POSITION	Teacher
SCHOOL	Grimmer Middle School
EVENT	Unmasking Creativity Workshop
DATES	11/04-11/06/2022
PLACE	Ft. Wayne, IN
DESCRIPTION	Art Education Workshop
SPONSORING ORGANIZATION	Purdue University
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost – \$0 Estimated Required Fees – \$210 Estimated Travel Cost – Mileage
FUNDING	684-3

<b>NAME</b>	<b>Robin May</b>
POSITION	Counselor
SCHOOL	LCHS
EVENT	Indiana School Counselor Association Fall Conference
DATES	11/16 – 11/18/2022
PLACE	Indianapolis, IN
DESCRIPTION	Fall Counselor's Conference featuring Lori Desautels
SPONSORING ORGANIZATION	ISCA
EXPENSES	Estimated Meal Cost - \$70 Estimated Hotel Cost – \$355.69 Estimated Required Fees – \$195 Estimated Travel Cost – Mileage
FUNDING	684-3-11300-58000-0002

<b>NAME</b>	<b>Terri Budlove</b>
POSITION	Teacher
SCHOOL	LCHS
EVENT	DigiMarCon World Marketing Conference 2022
DATES	11/17 – 11/18/2022
PLACE	Virtual Conference
DESCRIPTION	World Marketing Conference
SPONSORING ORGANIZATION	DigiMarCon
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost – \$0 Estimated Required Fees – \$297.00 Estimated Travel Cost – \$0
FUNDING	684-3

<b>NAME</b>	<b>Katelin Ellis</b>
POSITION	Teacher
SCHOOL	LCHS
EVENT	Next Generation Science Standards Conference
DATES	12/07/22, 12/08/22
PLACE	Virtual Conference
DESCRIPTION	Conference on science standards in the state of Indiana
SPONSORING ORGANIZATION	Bureau of Education & Research
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost – \$0 Estimated Required Fees – \$489 Estimated Travel Cost – \$0
FUNDING	684-3-11300-31200-0002

<b>NAME</b>	<b>Leta Sena-Lopez</b>
POSITION	Teacher
SCHOOL	Kahler
EVENT	8 <sup>th</sup> Grade Band Field Trip
DATES	12/08/2022
PLACE	Oakbrook, IL
DESCRIPTION	Field Trip for 8 <sup>th</sup> Grade Band Students
SPONSORING ORGANIZATION	Kahler Band
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost – \$0 Estimated Required Fees – \$0 Estimated Travel Cost – \$0
FUNDING	Self Funded

<b>NAME</b>	<b>Patrick Speranza</b>
POSITION	Teacher
SCHOOL	LCHS
EVENT	The Midwest Clinic: International Band and Orchestra Conference
DATES	12/19 – 12/21/2022
PLACE	Chicago, IL
DESCRIPTION	Band educators conference
SPONSORING ORGANIZATION	Midwest Band Clinic
EXPENSES	Estimated Meal Cost - \$70 Estimated Hotel Cost – \$0 Estimated Required Fees – \$155.99 Estimated Travel Cost – Mileage & Parking
FUNDING	Band - 0002

<b>NAME</b>	<b>Candace Boone</b>
POSITION	Band Director
SCHOOL	LCHS
EVENT	Midwest Band and Orchestra Conference
DATES	12/19 – 12/22/2022
PLACE	Chicago, IL
DESCRIPTION	Band educators conference
SPONSORING ORGANIZATION	Midwest Band Clinic
EXPENSES	Estimated Meal Cost - \$105 Estimated Hotel Cost – \$0 Estimated Required Fees – \$180 Estimated Travel Cost – Mileage & Parking
FUNDING	Band - 0002

<b>NAME</b>	<b>Amanda Harle</b>
POSITION	Guard Director
SCHOOL	LCHS
EVENT	Winterguard Show
DATES	2/05/2023
PLACE	Naperville, IL
DESCRIPTION	Winterguard Competition
SPONSORING ORGANIZATION	Naperville Central High School
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost – \$0 Estimated Required Fees – \$0 Estimated Travel Cost – \$0
FUNDING	Self Funded

<b>NAME</b>	<b>Amanda Harle</b>
POSITION	Guard Director
SCHOOL	LCHS
EVENT	Winterguard Show
DATES	2/25/2023
PLACE	Frankfort, IL
DESCRIPTION	Winterguard Competition
SPONSORING ORGANIZATION	WGI
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost – \$0 Estimated Required Fees – \$0 Estimated Travel Cost – \$0
FUNDING	Self Funded



<b>NAME</b>	<b>Amanda Harle</b>
POSITION	Guard Director
SCHOOL	LCHS
EVENT	Winterguard Show
DATES	3/05/2023
PLACE	Lansing, IL
DESCRIPTION	Winterguard Competition
SPONSORING ORGANIZATION	Thornton Fractional South High School
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost – \$0 Estimated Required Fees – \$0 Estimated Travel Cost – \$0
FUNDING	Self Funded

<b>NAME</b>	<b>Amanda Harle</b>
POSITION	Guard Director
SCHOOL	LCHS
EVENT	Winterguard Show
DATES	3/12/2023
PLACE	Naperville, IL
DESCRIPTION	Winterguard Competition
SPONSORING ORGANIZATION	Naperville North High School
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost – \$0 Estimated Required Fees – \$0 Estimated Travel Cost – \$0
FUNDING	Self Funded

<b>NAME</b>	<b>Amanda Harle</b>
POSITION	Guard Director
SCHOOL	LCHS
EVENT	Winterguard Show
DATES	3/05/2023
PLACE	Lansing, IL
DESCRIPTION	Winterguard Competition
SPONSORING ORGANIZATION	Thornton Fractional South High School
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost – \$0 Estimated Required Fees – \$0 Estimated Travel Cost – \$0
FUNDING	Self Funded

<b>NAME</b>	<b>Amanda Harle</b>
POSITION	Guard Director
SCHOOL	LCHS
EVENT	WGI Indianapolis Winterguard Competition
DATES	3/25 – 3/26/2023
PLACE	Indianapolis, IN
DESCRIPTION	Winterguard Competition
SPONSORING ORGANIZATION	WGI
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost – \$0 Estimated Required Fees – \$0 Estimated Travel Cost – \$0
FUNDING	Self Funded

<b>NAME</b>	<b>Amanda Harle</b>
POSITION	Guard Director
SCHOOL	LCHS
EVENT	Midwest Circuit Prelims & Finals Winterguard Show
DATES	4/01/2023, 4/02/2023
PLACE	Tinley Park, IL
DESCRIPTION	Winterguard Competition
SPONSORING ORGANIZATION	Victor J. Andrew High School
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost – \$0 Estimated Required Fees – \$0 Estimated Travel Cost – \$0
FUNDING	Self Funded

<b>NAME</b>	<b>Amanda Harle</b>
POSITION	Guard Director
SCHOOL	LCHS
EVENT	WGI World Competition
DATES	4/12 – 4/16/2023
PLACE	Dayton, OH
DESCRIPTION	Winterguard Competition
SPONSORING ORGANIZATION	WGI
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost – \$0 Estimated Required Fees – \$0 Estimated Travel Cost – \$0
FUNDING	Self Funded

## Lake Central School Corporation

8260 Wicker Avenue  
Tel: (219) 365-8507

Saint John, IN 46373  
Fax: (219) 365-6406

website: [lcsc.us](http://lcsc.us)



**Lawrence Veracco, Ph.D.**  
*Superintendent*  
**Terry Mucha**  
*Director of Human Resources*  
**Yolanda Bracey, Ed. D.**  
*Director of Primary Education*  
**Sarah Castaneda**  
*Director of Secondary Education*  
**Rebecca Gromala**  
*Director of Student Services*

TO: Board of School Trustees

FROM: Sarah Castaneda, Director of Secondary Education

DATE: November 3, 2022

RE: **Board Meeting of November 7, 2022**

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### **FIELD TRIP REQUESTS**

Morgan Kleinaman (Peifer) and Amanda Pritt (LCHS), request to take approximately (11) members of the Girls Cross Country Team to Terre Haute, IN for the LaVern Gibson State Championship Cross Country Meet on October 28 – October 29, 2022. All fees are covered by athletics.

Jeff Rhody and Alex Thompson, teachers and coaches at LCHS, request to take approximately (12) members of the Boys Cross Country Team to Terre Haute, IN on October 28 – October 29, 2022 to compete in the LaVern Gibson State Championship. All fees are covered by athletics.

Leta Sena-Lopez, Band Director at Kahler Middle School, requests to take approximately (40) members of the 8<sup>th</sup> grade band to Drury Lane Theater in Oakbrook Terrace, IL on December 8, 2022. The students will attend a live performance and have lunch. This will be a self-funded field trip.

SC/vv

Amanda Harle, Guard Director at LCHS, requests to take approximately (50) members of the Winter Color Guard to the following competitions:

February 5, 2023 – Naperville Central High School, Naperville, IL

February 25, 2023 – Lincoln Way East, Frankfort, IL

March 5, 2023 – T.F. South High School, Lansing, IL

March 12, 2023 – Naperville North High School, Naperville, IL

March 25 – March 26, 2023 – Indianapolis, IN

April 1 – April 2, 2023 – Victor J. Andrew High School in Tinley Park, IL

April 12 – April 16, 2023 – Dayton, OH

All fees will be covered by guard dues.

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**Yolanda Bracey, Ed. D.**  
*Director of Primary Education*

**Sarah Castaneda**  
*Director of Secondary Education*

**Rebecca Gromala**  
*Director of Student Services*

TO: Board of School Trustees  
FROM: Rebecca Gromala, Director of Student Services  
DATE: November 3, 2022  
RE: **Board Meeting of November 7, 2022**

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### PROFESSIONAL LEAVE REQUESTS

NAME	<b>Sarah Wiltermood</b>
POSITION	Multilingual Specialist
SCHOOL	Protsman Elementary
EVENT	Multilingual conference/workshop
DATES	11/02 – 11/03/2022
PLACE	West Lafayette, IN
DESCRIPTION	Workshop/conference on strategies to help multilingual students
SPONSORING ORGANIZATION	Wabash Valley Education Center
EXPENSES	Estimated Meal Cost - \$35 Estimated Hotel Cost – \$229.61 Estimated Required Fees – \$720 Estimated Travel Cost – Mileage
FUNDING	688-2-22120-31200-0009

RG/vv



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**Lawrence Veracco, Ph.D.**  
*Superintendent*

**Rob James**  
*Director of Business  
Services*

To: Board of School Trustees

From: Mr. Rob James, Director of Business Services

Date: November 3, 2022

**RE: Board Meeting November 7, 2022**

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### **Award of Leasing Vacant Land (Action Required)**

Bids were received on October 25, 2022 for leasing the 153 acres (of which 145 are tillable) of vacant land on Blaine Street and 101<sup>st</sup> Street in St. John. This year, we had three people interested in farming the land. The winning bid came from Ryan Kats of Kats Family Farms at \$320 per tillable acre or \$46,400 per year. One half, or \$23,200, will be due on May 1<sup>st</sup> and the remainder will be due on November 1<sup>st</sup>.

The Administration recommends awarding the lease of 153 acres, of which 145 are tillable of vacant land on Blaine Street and 101<sup>st</sup> in St. John to Kats Family Farms at the high bid of \$320 per tillable acre.

### **Donations (Action Required)** **Received**

Lake Central High School received \$100 from Chicago South East Side Vietnam Vets to be deposited into the War Memorial – Phase 2 fund.

The Lake Central High School Theater Department received a donation of \$500 from Pooja, Inc.

### **Given**

The Lake Central High School N-Teens would like to donate \$3,100 to Riley Children's Hospital.

The Administration recommends approving the donations as indicated above.

## CASH FARM LEASE AGREEMENT

THIS CASH FARM LEASE AGREEMENT (the "Lease") is dated as of November 7, 2022 between **Lake Central School Corporation** (herein "Landlord") and **Kats Family Farms LLC**, a limited liability company, (herein collectively referred to as "Tenant").

WITNESSETH, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. DESCRIPTION OF LAND. The Landlord rents and leases to the Tenant, to occupy and to use for agricultural farming purposes only, certain real estate located in Lake County Indiana and consisting of 153 acres, more or less, described on Exhibit A attached hereto and made a part hereof by reference (herein "Leased Premises").

2. TERM AND OPTION TO EXTEND. The term of this Lease shall be from January 1, 2023 through December 31, 2024 ("Term"). Possession of the Leased Premises shall be delivered to Tenant on the date this Lease commences unless otherwise noted herein. Except as otherwise provided in Section 11 hereafter, pursuant to statute, the Tenant hereby waives any and all notices to terminate the tenancy of the Leased Premises and agrees to quit and deliver up possession of the Leased Premises to Landlord at the end of the Term.

The Landlord, at its option and in its sole discretion, has the right to extend the Term of this Lease for an additional year to December 31, 2025 ("Extended Term", Term and Extended hereafter used interchangeably). To do so, the Landlord shall notify the Tenant, in writing, of its intention to extend the Term of this Lease for an additional year no later than October 31, 2024. If the Landlord extends the Lease for an additional year, then the Landlord and the Tenant shall honor the rights and obligations set forth in this Lease through December 31, 2025.

Tenant agrees at the expiration or termination of this Lease to yield possession of the Leased Premises to the Landlord without further demand or notice, in as good order and condition as when they were entered upon by the Tenant, loss by fire, flood, or tornado, and ordinary wear excepted. If the Tenant fails to yield possession, the Tenant shall pay to the Landlord the sum of \$100.00 per day, as additional rent, for each day it remains in possession thereafter, in addition to any damages caused by the Tenant to the Landlord's land or improvements, and said payments shall not entitle the Tenant to any interest of any kind or character in or on the Leased Premises.

3. CASH - RENT. The Tenant shall pay cash rent upon the following terms:

(a) Tillable Acres - The rate of \$ 320 per acre for the approximately 145 tillable acres for an aggregate amount of Forty-Six Thousand, Four Hundred dollars ( \$46,400 ) per year.

(b) Payment - Annual rent payments shall be paid in two (2) equal installments, the first of which shall be on or before May 1 and the second shall be on or before November 1.

(c) Late Payment - Any payment due the Landlord that is not made in good funds and received by Landlord within five (5) days of the date it is due shall be delinquent. Tenant shall pay Landlord a sum equal to 15% of the amount of any payment that is delinquent and in addition Tenant shall pay Landlord the sum of \$25.00 per day for each day that such payment that remains delinquent 10 days following the due date of any such payment. Said delinquency charges shall be considered as additional rent and, unless and until paid, shall be added to the amount of the unpaid rent due hereunder.

4. DEFAULT. In the event Tenant shall fail to make any of the payments required under this Lease within five (5) days after such payment be due, or shall in any other manner fail to perform or observe all the covenants on its part to be so performed and observed hereunder, then Tenant shall be in default under the terms and conditions of this Lease.

Landlord may then serve written notice of default to Tenant, and if such event of default is a default which is capable of being cured, Tenant shall have five (5) days after service of such notice of default upon which to remedy and cure said default, and if such default is not cured within said five (5) days, or if such default is incapable of being cured, Landlord may declare this Lease at an end and the rights and interests of Tenant hereunder forfeited, and in such case all payments theretofore made by the Tenant shall be retained by Landlord as liquidated damages by Landlord sustained and as compensation for the use of the Leased Premises; and, the case of such forfeiture, the Tenant agrees to surrender up immediate possession of the Leased Premises to Landlord.

Notwithstanding anything to the contrary in this Lease, a notice to pay or quit the Leased Premises, served in accordance with Indiana law, shall not operate as an election of remedies by Landlord, either to accept payment of rent or to accept surrender of the Leased Premises. Specifically, Tenant's vacating the Leased Premises shall not operate to terminate this Lease, unless the notice specifically states that Landlord elects to terminate this Lease and waive its right to future rentals under this Lease, and Tenant shall remain liable for all accrued and unaccrued rent due and payable after the date of the notice for the remaining Term or Extended Term of the Lease, as applicable.

In the event of such default by Tenant and termination of this Lease, or in the event Tenant abandons the Leased Premises, the Landlord or its agents may seize crops grown or growing upon the Leased Premises or part thereof. If such crops or any part thereof are not fully grown or matured, the Landlord or its agents shall cause the same to be properly cultivated and harvested or gathered, and may sell and dispose of the crops, and apply the proceeds, so far as may be necessary, to compensate for its labor and expenses, and to pay the Tenant's obligations to Landlord. Notwithstanding anything to the contrary expressed or implied in this Paragraph 4, in the event of the failure by Tenant to meet its duties and obligations set forth in Paragraph 7 below, the Landlord or its agents shall have the right to immediately enter upon the Leased Premises and to properly care for or harvest said crops and charge the cost thereof to the Tenant.

Tenant shall be liable to Landlord for any court costs and reasonable attorneys' fees incurred by Landlord in enforcing the terms of this Lease.

5. CONDITION OF PREMISES. Tenant acknowledges that it has inspected the Leased Premises and the improvements thereon, if any, that it is acquainted with the size and

condition thereof, and that it accepts the same in their present condition without reliance upon any representation by the Landlord.

6. MINERAL RIGHTS. Nothing in this Lease shall confer upon the Tenant any right to minerals underlying the Leased Premises. Such mineral rights are hereby reserved by the Landlord together with the full right to enter upon the Premises and to bore, search, excavate, work and remove the minerals, to deposit excavated rubbish, to pass over the Leased Premises with vehicles, and to lay down and work any railroad track or tracks, tanks, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. The Landlord agrees to reimburse the Tenant for any actual damage the Tenant may suffer for crops destroyed by these activities and to release the Tenant from obligation to continue farming the Leased Premises when development of mineral resources interfere materially with the Tenant's opportunity to make a satisfactory return.

7. AFFIRMATIVE DUTIES AND OBLIGATIONS OF TENANT. Tenant agrees to perform and carry out the following duties:

(a) To cultivate the Leased Premises faithfully and in a timely, thorough, and businesslike manner and to raise the greatest amount of crops thereon as the nature of the soil and weather will permit.

(b) To pay any and all operating expenses associated with crop production on the Leased Premises, including but not limited to, the cost of all seeds; the cost of all fertilizer, manure, herbicides, and pesticides used on the Leased Premises; and the cost of furnishing all machinery, equipment, and labor necessary to farm the Leased Premises.

(c) To haul and spread all manure, herbicides, pesticides, and fertilizers on appropriate fields at times and in quantities consistent with environmental protection requirements and to apply and use all herbicides, pesticides and fertilizers in strict adherence to all label instructions and/or restrictions.

(d) To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.

(e) To preserve established watercourses or ditches, and to refrain from any operation that will injure them.

(f) To take proper care of all trees, vines, and shrubs, if any, and to prevent injury to the same.

(g) To keep the Leased Premises neat and orderly.

(h) To prevent all unnecessary waste, or loss, or damage to the property of the Landlord.

(i) To comply with pollution control and environmental protection requirements, and to implement soil erosion control practices to comply with the soil loss standards mandated by the state and local soil conservation districts, if any, and to keep the Leased Premises free of



any hazardous, toxic or damaging substances or pollutants located on or beneath the surface of the Leased Premises, including without limitations (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended, any regulations thereunder, (ii) any "hazardous substance" as defined by the comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder, and any pollutants or substances defined as hazardous or toxic by any federal, state or local law, statute, ordinance or regulations.

(j) To refrain from using the Leased Premises for the storage or disposal of hazardous waste, hazardous substances and other pollutants or toxic substances; to dispose of any and all waste in a manner as approved by Environmental Protection Agency regulations; to refrain from installing underground storage tanks for fuel, pollutants, hazardous waste, hazardous substances or other similar substances.

(k) To practice fire prevention, follow safety rules, and abide by any restrictions with respect to the use and operation of the Leased Premises that may be contained within the Landlord's insurance policies and contracts.

(l) To properly care for all growing crops in good and husbandlike manner, and to harvest all crops in proper season and failing to do so, to allow the Landlord or its agents to enter upon said Leased Premises and to properly care for or harvest said crops and charge the cost thereof to the Tenant.

(m) To comply with any governmental program or programs affecting the farm and to follow the conservation program, if any, as applied to this farm or any part hereof unless otherwise agreed in writing by Landlord or its agents. This would include certifying the crops grown on the Leased Premises to the A.S.C.S. office in a timely manner.

(n) To provide receipts of all fertilizer applied each year in a timely manner to the Landlord, as well as receipts and results of regular soil tests, in order for the Landlord to verify that the value and quality of the Leased Premises is being protected and maintained. Additionally, any lime applied during the term of this Lease will be paid 100% by Landlord with Tenant paying for any spreading charge for the application of such lime.

(o) To comply with any federal, state or local law, regulation or ordinance now or hereafter applicable to the Leased Premises, and to obtain all necessary permits, licenses, consents or other authorizations necessary for the Tenant's use and operation of the Leased Premises, and to comply with all instructions of Landlord.

(p) To comply with all reasonable requests by Landlord, or its Agents, on a timely basis.

8. NEGATIVE DUTIES AND OBLIGATIONS OF TENANT. Tenant agrees that unless the WRITTEN CONSENT OF LANDLORD IS FIRST OBTAINED, which consent shall be in the Landlord's reasonable discretion, Tenant will:

(a) Not assign this Lease to any person or persons or sublet any part of the Leased Premises;

(b) Not erect or permit to be erected any structure or building or to incur any expense for such purposes;

(c) Not permit, encourage, or invite other persons to use any part or all of the Leased Premises for any purpose or activity not directly related to its use for agricultural production;

(d) Not allow or permit hunting, fishing, use of ATVs, snowmobiling, trapping and similar and related activities on the Leased Premises;

(e) Not plow permanent pasture or meadowland, if any;

(f) Not allow any livestock on the Leased Premises;

(g) Not burn or remove cornstalks, straw, or other crop residues grown upon the Leased Premises;

(h) Not cut live trees for sale purposes or personal uses;

(i) Not erect or permit to be erected any commercial advertising signs upon the Leased Premises, including, but not limited to, any roadside stand for the sale of produce or other commercial activity;

(j) Not grow, manufacture, sell, trade, deliver, or dispense illegal substances on the Leased Premises;

(k) Not store on the Leased Premises any equipment or motor vehicles unless stored inside a building subject to this Lease;

(l) Not allow to remain on the Leased Premises any trash, rubbish or debris; and

(m) Not execute any documents whatsoever on behalf of Landlord with respect to the Leased Premises including but not limited to documents to be filed with the Agricultural Stabilization and Conservation Service of the U.S. Department of Agriculture.

9. INSURANCE AND ASSUMPTION OF RISK. Upon delivery of possession hereunder, Tenant shall, at its cost and expense, keep in force adequate policies of liability insurance, in an amount not less than \$1,000,000, (One Million Dollars) with such companies as the Landlord shall approve. Tenant shall provide a certificate of insurance as to all liability, workmen's compensation and farm pollution policies maintained by Tenant. Tenant shall provide updates of such certificate or certificates to Landlord annually.

Tenant acknowledges that it takes possession of the Leased Premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fence, tile and other improvements.



Tenant agrees to indemnify, defend and hold Landlord harmless from any and all liability, including but not limited to all damages, court costs and reasonable attorneys' fees incurred by Landlord, for actions arising in connection with Tenant's use or occupancy of the Leased Premises during the Term hereof.

10. INSPECTION. The Landlord reserves the right personally or by agents, or employees, to enter upon the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises and improvements, monitoring the use of the Leased Premises and taking any action which the Landlord deems necessary for the preservation of the Leased Premises.

11. LANDLORD'S DIVERSION OF ACREAGE AND RIGHT TO EARLY TERMINATION. During the Term of the Lease, Landlord reserves the right and option divert any or all of the Leased Premises to some purpose other than farming, including through sale to a third party, as hereafter provided.

(a) In the event the Landlord exercises its rights under this Section 11 as to a portion of the Leased Premises, on or before October 31 of the applicable year, Landlord shall provide Tenant with written notice of its intentions to terminate the Lease as to the specified portion of the Leased Premises effective as of the immediately following January 1. In such notice, Landlord shall provide an amended Exhibit A depicting the remaining acreage subject to this Lease and the cash rent payable for the amended Leased Premises for the remaining Term or Extended Term, as applicable. The amount of such cash rent shall be amended in proportion to the reduction in acreage.

(b) In the event the Landlord exercises its rights under this Section 11 as to the entire Leased Premises, on or before October 31 of the applicable year, Landlord shall provide Tenant with written notice of its intentions to terminate the Lease in its entirety as of the immediately following December 31.

12. UTILITIES. Tenant shall pay after delivery of possession any and all utility bills for services to the Leased Premises including but not limited to water, gas, electric, telephone and sanitary hauling.

13. NOTICES. Any notice required under this contract to be served upon Landlord or Tenant shall be personally delivered, or shall be mailed by certified mail, return receipt requested, to the parties at the address shown herein following their signatures, or at such other place as the parties may from time to time designate in writing.

14. CONSTRUCTION. The language used in this Lease shall be deemed to be the language approved by all parties to this Lease to express their mutual intent and no rule of strict construction shall be applied against any party.

15. GOVERNING LAW. This Lease shall be construed and interpreted in accordance with the laws of the State of Indiana. In the event any dispute arises between the parties hereto and if the same shall result in litigation, venue of such litigation shall be in Lake County, Indiana.

16. MERGER. All prior offers, acceptances, oral representations, agreements and writings between the parties heretofore made are merged herein and shall be of no force or effect unless contained in this Lease.

17. AMENDMENTS. This Lease may only be amended by a written agreement signed by both parties.

18. TIME IS THE ESSENCE AND EXTENSION OF LIABILITIES. Time is the essence of this Lease. All of the agreements contained herein shall be binding upon the heirs, executors, administrators and permitted assigns of Tenant and upon the successors and assigns of Landlord.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**Lake Central School Corporation**  
**8260 Wicker Avenue**  
**St. John, Indiana 46373**

By: \_\_\_\_\_

**TENANT:**  
**Address**

By: \_\_\_\_\_