

**LAKE CENTRAL SCHOOL CORPORATION
SPECIAL BOARD MEETING**

LAKE CENTRAL HIGH SCHOOL
Kay Trapp Board Room – ENTER DOOR E
8260 Wicker Avenue, St. John, Indiana 46373
MONDAY, December 9, 2019
6:00 pm

SPECIAL BOARD MEETING AGENDA

- I. Call to Order
- II. Pledge of Allegiance to the American Flag
- III. Official School Board Business
 - A. Superintendent Contract 2019
- IV. Comments: Board of Education
- V. Public Comments
- VI. Adjournment – **Action Needed**

**Next Regular Board Meeting: December 16, 2019 at 7:30 p.m.
Kay Trapp Board Room, Lake Central High School**

NOTICE OF PUBLIC MEETING ON SUPERINTENDENT CONTRACT

The Board of School Trustees of Lake Central School Corporation will convene a public meeting on December 9, 2019 at 6:00 p.m. at the Lake Central Kay Trapp Room in Lake Central High School located at 8400 Wicker Avenue, St. John, Indiana. In compliance with IC 20-26-5-4.3, the Board will meet discuss and hear objections to and support for a proposed amendment to the Superintendent's contract. A summary of the proposed contract is as follows:

1. Term – Three years, July 1, 2019 – June 30, 2022, with extension provisions.
2. Base Salary - Increase base annual salary (by the same factor as provided for other eligible administrators) to \$171,493 retroactive to July 1, 2019.
3. A work year of 260 days with annual entitlement to 25 vacation days, and annual holidays, sick days, personal business days, and bereavement leave per the then current version of Administrative Handbook
4. Teachers Retirement Fund (TRF) – The School Corporation pays the Superintendent's statutorily required TRF contribution, which is 3% of the Superintendent's base salary
5. Annuity – The School Corporation pays an amount equal to 11% of the Superintendent's base salary per contract year into a 401(a) account.
6. Health Insurance – Superintendent is eligible to participate in the School Corporation's then current family or single group health, dental and vision insurance plans at the current employee contribution rate. As of November 1, 2019, the annual premium cost to the School Corporation for a family plan is \$20,097 and for a single plan is \$7,904.
7. Life Insurance – The School Corporation provides a term life insurance policy for the Superintendent with a face value of \$150,000. As of November 1, 2019, the premium cost to the School Corporation is \$0.295 per \$1,000.
8. Professional Memberships – The School Corporation pays the cost of annual memberships in the following professional organizations: IAPSS and IASBO. The anticipated total annual membership cost for these organizations is \$1,450.
9. Professional Conferences – The School Corporation pays the cost of attendance at professional conferences and seminars as approved in advance by the Board.
10. Vehicle Allowance – The School Corporation will provide a monthly vehicle allowance of \$600.00 retroactive to July 1, 2019.
11. Technology Allowance – The School Corporation will provide a monthly technology allowance of \$100.00, retroactive to July 1, 2019.
12. Other Benefits – The School Corporation provides the Superintendent with other benefits provided to its other twelve month administrators that are not inconsistent with the Superintendent's contract per the then current version of the Administrative Handbook including, annual \$2,000 contribution to VEBA account and early retirement supplement benefit.
13. Evaluation – The Board will meet with the Superintendent each contract year to discuss performance evaluation.
14. Professional Liability – As with all administrators, the Board provides the Superintendent with professional liability coverage and will defend, indemnify and hold harmless the Superintendent in legal actions involving incidents in which the superintendent was legally acting with the scope of his employment.

The complete proposed contract of the Superintendent will be available on the Lake Central School Corporation website and will be discussed at the special Board meeting on December 9, 2019. After the meeting, the Board of School Trustees will consider the input received and will then consider the proposed contract as an agenda item for consideration at a board meeting on December 16, 2019.

Board of School Trustees
Lake Central School Corporation

LAKE CENTRAL SCHOOL CORPORATION

SUPERINTENDENT ADDENDUM TO REGULAR TEACHER'S CONTRACT

This Superintendent Addendum to Regular Teacher's Contract supplements the basic teaching contract of Lawrence H. Veracco, Ph.D. ("Superintendent") as Superintendent by the Board of School Trustees of Lake Central School Corporation ("Board" and "School Corporation", respectively) in accordance with I.C. 20-28-8-6, replaces all previously executed addenda and is intended to set forth the terms and conditions of the employment relationship between the School Corporation and the Superintendent.

I. TERM.

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Superintendent, the Chief Executive Officer, of the School Corporation. The term of the contract shall be July 1, 2019 through and including June 30, 2022. The term shall be automatically extended by one (1) year each year for five (5) additional years, through and including June 30, 2027, unless the Superintendent is notified in writing to the contrary by December 15 of each calendar year. The parties agree that the Superintendent shall provide services on two hundred sixty (260) days per contract year.

II. CERTIFICATION, DUTIES AND AUTHORITY.

(A) It is agreed that Superintendent shall perform the duties of Superintendent of Schools in and for the Lake Central School Corporation and the Superintendent hereby agrees to devote his professional time, skill, labor and attention exclusively to said employment during the term of this contract, except as provided herein. It is expressly understood that this contract does not confer tenure upon the Superintendent in that position. It is agreed that the Superintendent will maintain throughout the term of this contract all valid certification and licensing evidencing his qualifications to serve as Superintendent of an Indiana public school corporation as required by Indiana law and the Indiana Department of Education. Failure to maintain such certification and licensing during the term hereof shall be considered cause for automatic termination of this contract without further notice or hearing.

(B) The Superintendent, with the advice and consent of the Board, will have authority to organize, reorganize and arrange the administrative and supervisory staff which, in his judgment, best serves the interests of the Lake Central School Corporation. The School Corporation and its business affairs will be administered by the Superintendent with the assistance of his staff, consistently with state and federal law, legally binding rules, regulations and directives of any state or federal agency and the policies, rules, regulations and directives promulgated by the Board. The responsibility for the selection, placement and transfer of personnel shall be vested in the Superintendent and his staff, subject, however, to the approval of the Board. The Board, individually and collectively, will refer promptly all criticisms, complaints and suggestions called to its attention to the Superintendent. To the best of his ability, the Superintendent will keep the Board fully and timely informed as to all financial, personnel, programming, and student matters of the School Corporation which require Board consideration. The

Superintendent shall not knowingly or intentionally withhold information from the Board which has been requested by the Board, or which should be provided to the Board.

III. EVALUATION.

(A) The Board and the Superintendent shall meet by the end of each July during the term of this contract in Executive Session for the purposes of verbally discussing the performance of the Superintendent, including achievement of goals and completion of the rubric. The Board and the Superintendent shall also meet in Executive Session as soon as can be scheduled after receipt of the School Corporation's letter grade from the Indiana Department of Education to complete the formal written evaluation of the Superintendent. The Board, or a committee of its members, shall meet with the Superintendent to discuss, develop and adopt a mutually agreeable evaluation format. This provision shall not prohibit the Board from performing more frequent evaluations as needed in the Board's discretion.

(B) In the event the Board determines that the performance of the Superintendent is unsatisfactory, the Board shall meet with the Superintendent to review the performance, describe in writing in reasonable detail the specific instances of unsatisfactory performance and recommendations as to the areas for improvement where applicable.

IV. SALARY AND BENEFITS.

(A) **Salary:** As of July 1, 2019, the Superintendent's base salary is \$171,493 per contract year payable in equal installments on the School Corporation's normal payroll dates, to be increased in subsequent contract years proportionately with that approved by the Board for other administrators or as otherwise approved by the Board.

(B) **TRF Contribution:** School Corporation shall pay on the Superintendent's behalf an amount equal to the Superintendent's required Indiana State Teachers' Retirement Fund (TRF) contribution into TRF.

(C) **Annuity:** School Corporation shall pay an amount equal to 11.00% of Superintendent's annual base salary per contract year into a 401(a) account and the amount of \$2,000 into a VEBA account in accordance with all applicable laws, account rules and in the same manner as set forth in the then current version of the School Corporation's Administrator's Handbook approved by the Board of School Trustees.

(D) **Sick Days:** School Corporation will provide sick days as set forth in the then current version of the School Corporation's Administrator's Handbook approved by the Board of School Trustees. Unused sick days are not compensable.

(E) **Vacation / Holidays:** School Corporation shall grant twenty-five (25) paid vacation days per contract year and paid holidays as set forth in the then current version of the School Corporation's Administrator's Handbook approved by the Board of School Trustees. Unused vacation days are not compensable and may not be carried forward to the next contract year without prior consent of the Board of School Trustees.

(F) **Health, Dental, and Vision Insurance:** The School Corporation shall provide for the Superintendent participation in the School Corporation's then current health, dental and vision insurance program (single or family plan) at the then current premium contribution rate as set forth in the then current version of the School Corporation's Administrator's Handbook approved by the Board of School Trustees.

(G) **Life Insurance.** School Corporation shall provide life insurance benefits as set forth in the then current version of the School Corporation's Administrator's Handbook approved by the Board of School Trustees, and additionally shall pay the premium for the additional \$50,000.00 in life insurance as allowed under the plan.

(H) **Professional Liability:** The Board agrees to provide the Superintendent with legal counsel selected and paid for by the Board and to defend, indemnify and hold harmless, the Superintendent from any and all demands, claims, suits, actions or legal proceedings brought against the Superintendent in his official capacity as agent or employee of the Board or the School Corporation, or in his individual capacity, provided the same arose while he was acting within the scope of his employment with the Board as a Superintendent. All actions, choices and decisions made, which are customarily and usually considered within the authority and responsibility of an Indiana public school administrator, or which were made under apparent authority of statute or applicable common law or were specifically or impliedly authorized by the Board, shall be considered within the scope of employment for purposes of this provision, except for intentional acts, acts in reckless disregard of the law or acts which serve as the basis for criminal charge.

(I) **Professional Organization Membership and Conference Attendance:** The Superintendent shall devote his entire time, attention and energy to his duties as the Superintendent. However, to the extent that outside activities do not interfere with such duties, the Board encourages the continuing professional growth of the Superintendent through his participation in professional seminars, programs, and conferences sponsored by local, state and national associations of school administrators and school boards, as well as seminars offered by public or private educational institutions or associations and memberships in local civic organizations and educational and professional organizations and will pay the expenses of same as approved in advance by the Board of School Trustees and provided by the Board in its annual budget. Costs for accompanying spouse at any such conferences or programs to be paid by the Superintendent individually.

(J) **Disability:** The parties acknowledge and agree that the Superintendent is a key employee and as such, if the Superintendent is unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control for a period in excess of his accumulated sick leave and unused vacation time, the School Corporation may, at its option, terminate this contract; whereupon, the respective duties, rights, and obligations of the parties hereunder shall terminate, except for vested rights of the Superintendent in disability and medical insurance policies and/or in retirement and pension programs of the School Corporation.

(K) **Teaching/Consulting Opportunities:** The Superintendent shall devote his entire time, attention and energy to his duties as the Superintendent. However, the Superintendent shall be permitted to utilize non-duty time and vacation days to engage in consultative services and teaching activities as long as those activities do not interfere with the

duties to be performed as Superintendent. The Superintendent shall inform the Board in writing of all such consulting and/or teaching activities and may engage in such activities with the prior approval of the Board. If the Superintendent chooses to use vacation leave to perform such approved outside activities, he shall retain any honoraria pay.

(L) **Allowances:** As of July 1, 2019, the School Corporation shall provide for the Superintendent with a vehicle allowance in the amount of \$600 per month and a technology allowance in the amount of \$100 per month, each payable in installments on the School Corporation's normal payroll dates.

(M) **Other Benefits and Terms of Employment:** The Superintendent's employment shall further be governed by and the School Corporation shall provide other employment, retirement, and fringe benefits to the Superintendent all as set forth in the then current version of the School Corporation's Administrator's Handbook approved by the Board of School Trustees.

This contract is governed by the laws of the State of Indiana and shall be subject to the provisions of any applicable state law concerning the terms and conditions of employment between a public school corporation and its superintendent. If during the term of this contract it is found that a specific clause of the contract is illegal in federal or state court, the remainder of the contract not affected by such ruling shall remain in full force and effect.

Dated this ____ day of _____, 2019.

LAKE CENTRAL SCHOOL CORPORATION

SUPERINTENDENT

BY: _____
Don Bacso, President
Board of School Trustees

Lawrence H. Veracco, Ph.D.

BY: _____
Cindy Sues, Secretary
Board of School Trustees