

AKE CENTRAL SCHOOL CORPORATION
Lake Central High School
LGI ROOM – Enter Door E
8260 Wicker Avenue, St. John, IN 46373

Board Members Present

Nicole Kelly, Secretary
Janice Malchow, Vice President
Howard Marshall, Board Member - Via Zoom
Cindy Sues, President
Louise Tallent, Board Member

Board Members Not Present

Administration Present

Sarah Castaneda, Assistant Superintendent
Rebecca Gromala, Director of Student Services
Rob James, Director of Business Services
Yolanda Bracey, Director of Primary Education
Misty Scheuneman, Director of Secondary Education

Administration Not Present

Dr. Lawrence Veracco, Superintendent
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*

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

SCHOOL BOARD MEETING AGENDA
Monday, February 3, 2025 - 7:00pm

- 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**
 - There were no changes to the Agenda.
 - Nicole Kelly moved to approve.
 - Louise Tallent seconded the motion.
 - Motion carried.

- III. Correspondence – *Nicole Kelly*
 - There was no correspondence.

- 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. Legislative Committee: Janice Malchow
 - F. Dyer Parks Department: Janice Malchow
 - G. St. John Redevelopment Commission: Cindy Sues
 - H. Dollars for Scholars: Cindy Sues
 - I. Dyer Redevelopment Commission: Louise Tallent
 - J. Wellness Committee: Louise Tallent

- V. Official School Board Business Topics: Consent Agenda – *Dr. Veracco* – **Action Required**
- A. Approval of Minutes
- Executive Session: Tuesday, January 21, 2025
 - Regular Board Meeting: Tuesday, January 21, 2025
- B. Approval of Claims, Payroll and Extracurricular Expenditures
- Janice Malchow moved to approve.
 - Cindy Sues seconded the motion.
 - Motion carried.
- 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*
- B. Assistant Superintendent – *Sarah Castaneda*
1. Personnel Recommendations – **Action Required**
 - Nicole Kelly moved to approve the Personnel Recommendations.
 - Louise Tallent seconded the motion.
 - Motion carried.
- C. Director of Primary Education – *Yolanda Bracey*
1. Professional Leave Requests - **Action Required**
 - Janice Malchow moved to approve.
 - Nicole Kelly seconded the motion.
 - Motion carried.
 2. 3rd Grade IREAD Parent Meeting
- D. Director of Secondary Education – *Misty Scheuneman*
1. Professional Leave Requests - **Action Required**
 - Nicole Kelly moved to approve.
 - Cindy Sues seconded the motion.
 - Motion carried.
 2. Field Trip Requests - **Action Required**
 - Howard Marshall moved to approve.
 - Janice Malchow seconded the motion.
 - Motion carried.
 3. Update on Middle School Common Formative Assessments and ILEARN Checkpoints
 4. Grimmer Middle School 50th Anniversary Celebration Committee - *Ryan Bounds*
- E. Director of Student Services - *Becky Gromala*
1. Professional Leave Requests - **Action Required**
 - Louise Tallent moved to approve.
 - Cindy Sues seconded the motion.
 - Motion carried.
- F. Director of Facilities – *Bill Ledyard*

G. Director of Business Services – *Rob James*

1. Donations - **Action Required**

- Nicole Kelly moved to approve.
- Howard Marshall seconded the motion.
- Motion carried.

2. Approval of Employee Benefits Consultant Agreement - **Action Required**

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

VIII. Public Comments – *Cindy Sues*

- There were no public comments.

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

- Janice Malchow: Asked Doug DeLaughter (in audience) about his recent performance in the Scrooge production, and thanked him for doing these things in the community.
- Louise Tallent: Thank you very much for all the work and including some of that work, Mrs. Scheuneman, in the board packet, so we can really see some of that data. It is available and I know that if anyone wants to see it, that you're there. So, please give her a call. It's really good to see us coming right up.
- Cindy Sues: Winter sports are going into semi-states and states, and wishing all those athletes, and I heard Dr. Malchow say band, wishing them all the best of luck so, go LC.

X. Board Calendar of Future Activities – *Dr. Veracco*

- Next School Board Meeting: Monday, February 17, 2025

XI. Adjournment – *Cindy Sues* – **Action Required**

- Nicole Kelly moved to adjourn the meeting at 7:30pm.
- Janice Malchow seconded the motion.
- Motion carried.

Minutes of the February 3, 2025 School Board Meeting were approved and adopted by the Board of School Trustees at the February 18, 2025 School Board Meeting.

Cindy Sues, President

ATTEST:

Nicole Kelly, Secretary

SUPPORTING
DOCUMENTS
FOR MINTUES

Lake Central School Corporation

8260 Wicker Avenue
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Saint John, IN 46373
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website: lksc.us



Lawrence Veracco, Ph.D.
Superintendent

Sarah Castaneda
Assistant Superintendent

Yolanda Bracey, Ed. D.
Director of Primary Education

Misty Scheuneman
Director of Secondary Education

Rebecca Gromala
Director of Student Services

TO: Board of School Trustees
FROM: Sarah Castaneda, Assistant Superintendent
DATE: January 30, 2025
RE: Board Meeting of February 3, 2025

Personnel

(Board action required)

We are recommending that the following be approved:

I. Classified Appointment(s), Resignation(s), Change of Status & Retirement(s):

A. Appointment(s):

1. Rosa Mendoza (Highland), Custodian 1A, Kahler Middle School (effective January 21, 2025).
2. Michael Calligan (Munster), Bus Driver, Lake Central Transportation (effective January 23, 2025).
3. Juan Suarez (Hammond), Bus Driver, Lake Central Transportation (effective January 23, 2025).
4. Edith Salgado (Crown Point), Café Assistant, Non School Specific (effective January 30, 2025).

B. Resignation(s) :

1. Angela Dudak, Paraprofessional, Homan Elementary School (effective February 7, 2025).

C. Change of Status:

1. Katie Mikula, from 5.25 to 5.75 hours per day as a Cafeteria Assistant at Grimmer Middle School (effective January 22, 2025).
2. Laurie Smith, from 7.75 to 8.0 hours per day as a Cafeteria Manager at Homan Elementary School (effective January 22, 2025).

D. Retirement(s):

1. Kim Kookan, Cafeteria Manager, Clark Middle School (effective May 30, 2025); *16 years of dedicated service.*

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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TO: Board of School Trustees
FROM: Yolanda Bracey, Director of Primary Education
DATE: January 30, 2025
RE: **Board Meeting of February 3, 2025**

PROFESSIONAL LEAVE REQUESTS

NAME	Morgan Garton
POSITION	Teacher / Coach
SCHOOL	Peifer Elementary / LCHS
EVENT	IATCCC Coaches Clinic
DATES	2/07/2025
PLACE	Indianapolis, IN
DESCRIPTION	Clinic for cross country and track coaches
SPONSORING ORGANIZATION	Girls Cross Country
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees - \$0 Estimated Travel Cost - Mileage
FUNDING	Athletics

YB/vv

NAME	Casey Granger
POSITION	Teacher
SCHOOL	Peifer Elementary
EVENT	Ideacon
DATES	2/19/2025
PLACE	Schaumburg, IL
DESCRIPTION	Education Technology Conference
SPONSORING ORGANIZATION	Illinois Digital Education Alliance
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees - \$75 Estimated Travel Cost - Mileage
FUNDING	Peifer Title II

NAME	Kelly Hartman, Emily Oswald
POSITION	School Social Workers
SCHOOL	Peifer Elementary
EVENT	Child Abuse Prevention Symposium
DATES	4/02/2025
PLACE	Merrillville, IN
DESCRIPTION	Symposium on child safety
SPONSORING ORGANIZATION	Regional Care Group
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees - \$25 x (2) Estimated Travel Cost - \$0
FUNDING	Peifer Title II

SCHEUNEMAN

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Rebecca Gromala
Director of Student Services

TO: Board of School Trustees
FROM: Misty Scheuneman, Director of Secondary Education
DATE: January 30, 2025
RE: **Board Meeting of February 3, 2025**

PROFESSIONAL LEAVE REQUESTS

NAME	Heather Clarkson
POSITION	Teacher
SCHOOL	Kahler Middle School
EVENT	PLTW Gateway Teacher Networking
DATES	1/29/2025
PLACE	Indianapolis, IN
DESCRIPTION	Networking event for PLTW teachers
SPONSORING ORGANIZATION	Project Lead the Way
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees - \$0 Estimated Travel Cost - Mileage
FUNDING	Corporation Title II

MS/vv

NAME	Kari Regan / Dawn Combis
POSITION	Assistant Principal / Teacher
SCHOOL	LCHS
EVENT	Indiana Work-Based Learning Conference
DATES	2/12 - 2/13/2025
PLACE	Noblesville, IN
DESCRIPTION	Conference on work-based learning opportunities
SPONSORING ORGANIZATION	Indiana Chamber of Commerce & Work and Learn Indiana
EXPENSES	Estimated Meal Cost - \$35 x (2) Estimated Hotel Cost - \$250 x (2) Estimated Required Fees - \$175 x (2) Estimated Travel Cost - Mileage x (2)
FUNDING	684-5-11300-58000-0002

NAME	Dan Fox
POSITION	Teacher / Science Olympiad Coach
SCHOOL	LCHS
EVENT	Science Olympiad Competition
DATES	2/14 - 2/15/2025
PLACE	Ann Arbor, MI
DESCRIPTION	Science Olympiad Competition
SPONSORING ORGANIZATION	University of Michigan
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees - \$0 Estimated Travel Cost - \$0
FUNDING	Self-Funded

NAME	Ryan O'Dell
POSITION	Guard Director
SCHOOL	LCHS
EVENT	Winter Guard Competition
DATES	2/16/2025
PLACE	Schaumburg, IL
DESCRIPTION	Winter Guard Competition
SPONSORING ORGANIZATION	Schaumburg High School
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees - \$0 Estimated Travel Cost - \$0
FUNDING	Self-Funded

NAME	Kevin Lewis
POSITION	Band Teacher
SCHOOL	Grimmer Middle School
EVENT	Jazz Band Festival
DATES	2/21/2025
PLACE	Chicago Heights, IL
DESCRIPTION	Jazz Band Festival and Clinic
SPONSORING ORGANIZATION	Prairie State College
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees - \$0 Estimated Travel Cost - \$0
FUNDING	Self-Funded

NAME	Dan Fox
POSITION	Science Olympiad Coach
SCHOOL	LCHS
EVENT	Science Olympiad Competition
DATES	2/22/2025
PLACE	Evanston, IL
DESCRIPTION	Science Olympiad Competition
SPONSORING ORGANIZATION	Northwestern University
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees - \$0 Estimated Travel Cost - \$0
FUNDING	Self-Funded

NAME	Jennifer Schmidtt
POSITION	Teacher
SCHOOL	LCHS
EVENT	FCCLA State Leadership Conference
DATES	2/27 - 2/28/2025
PLACE	Muncie, IN
DESCRIPTION	FCS Competitions and Workshops
SPONSORING ORGANIZATION	Indiana FCCLA
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees - \$0 Estimated Travel Cost - \$0
FUNDING	Self-Funded

NAME	Ella Swinney
POSITION	Teacher
SCHOOL	LCHS
EVENT	English Class Field Trip
DATES	3/05/2025
PLACE	Chicago, IL
DESCRIPTION	Field Trip
SPONSORING ORGANIZATION	LCHS English Department
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees - \$0 Estimated Travel Cost - \$0
FUNDING	Self-Funded

NAME	Mike Wester
POSITION	Teacher
SCHOOL	LCHS
EVENT	World of Wheel Car Show
DATES	3/07/2025
PLACE	Rosemont, IL
DESCRIPTION	Auto Capstone Field Trip
SPONSORING ORGANIZATION	World of Wheels
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees - \$0 Estimated Travel Cost - \$0
FUNDING	Self-Funded

NAME	Jim Weber
POSITION	Track Coach
SCHOOL	LCHS
EVENT	Girls Track Meet
DATES	3/21 - 3/22/2025
PLACE	Kenosha, WI
DESCRIPTION	Girls Track Meet
SPONSORING ORGANIZATION	Carthage College
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees - \$0 Estimated Travel Cost - \$0
FUNDING	Athletics

NAME	Mark Porter
POSITION	Softball Coach
SCHOOL	LCHS
EVENT	Softball Tournament
DATES	4/11 - 4/12/2025
PLACE	Pendleton Heights, IN
DESCRIPTION	Softball Tournament
SPONSORING ORGANIZATION	Pendleton Heights High School
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees - \$0 Estimated Travel Cost - \$0
FUNDING	Athletics

NAME	Courtney Palasz
POSITION	Teacher
SCHOOL	Kahler Middle School
EVENT	Choir Field Trip
DATES	5/06/2025
PLACE	Chicago, IL
DESCRIPTION	Choir Field Trip
SPONSORING ORGANIZATION	Kahler Choir
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees - \$0 Estimated Travel Cost - \$0
FUNDING	Self-Funded

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Director of Secondary Education

Rebecca Gromala
Director of Student Services

TO: Board of School Trustees

FROM: Misty Scheuneman, Director of Secondary Education

DATE: January 30, 2025

RE: **Board Meeting of February 3, 2025**

FIELD TRIP REQUESTS

Dan Fox, teacher and Science Olympiad coach at LCHS, requests to take approximately (30) members of the Science Olympiad team to Ann Arbor, MI on February 14 - February 15, 2025. The team will compete in a Science Olympiad competition at the University of Michigan. This is a self-funded event. He also requests to take the same group to Evanston, IL on February 22, 2025 to compete in a Science Olympiad competition at Northwestern University. This is a self-funded event.

Ryan O'Dell, Guard Director at LCHS, requests to take approximately (13) members of the Winter Guard to Schaumburg, IL on February 16, 2025. The Guard will participate in a Winter Guard Competition at Schaumburg High School. This is a self-funded event.

Kevin Lewis, Band teacher at Grimmer Middle School, requests to take approximately (55) members of the Grimmer Band to Chicago Heights, IL on February 21, 2025. The band will attend a Jazz Festival at Prairie State College. This is a self-funded event.

Jennifer Schmitt, teacher at LCHS, requests to take approximately (12) FCCLA students to Muncie, IN on February 27 - February 28, 2025. The students will attend the FCCLA State Leadership Conference at the Horizon Convention Center. This is a self-funded event.

MS/vv

Ella Swinney, teacher at LCHS, requests to take approximately (69) members of her English class to Chicago, IL on March 5, 2025. The English students will attend a performance of Shakespeare's A Midsummer Night's Dream at the Chicago Shakespeare Theater on Navy Pier. This is a self-funded event.

Mike Wester, teacher at LCHS, requests to take approximately (10) members of his Auto Capstone class to Rosemont, IL on March 7, 2025. The students will attend the World of Wheel Car Show at the Rosemont Convention Center. This is a self-funded event.

Jim Weber, Track Coach at LCHS, requests to take approximately (25) members of the Girls Track Team to Kenosha, WI on March 21 - March 22, 2025 to compete in a track meet at Carthage College. All fees will be covered by athletics.

Mark Porter, Softball Coach at LCHS, requests to take approximately (20) members of the Girls Varsity Softball Team to Pendleton Heights, IN on April 11 - April 12, 2025. The team will compete in a softball tournament at Pendleton Heights High School. All fees will be covered by athletics.

Courtney Palasz, teacher at Kahler Middle School, requests to take approximately (105) members of the Kahler Choir to Chicago, IL on May 6, 2026. The choir members will see the Tony-Award winning musical Hadestown at the CIBC Theater. This is a self-funded event.

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TO: Board of School Trustees
FROM: Rebecca Gromala, Director of Student Services
DATE: January 30, 2025
RE: **Board Meeting of February 3, 2025**

PROFESSIONAL LEAVE REQUESTS

NAME	Madeline Hill
POSITION	SSP
SCHOOL	Bibich Elementary
EVENT	Rating Scale Workshop
DATES	2/11/2025
PLACE	Virtual
DESCRIPTION	Training on using the 5 Point Scale
SPONSORING ORGANIZATION	Melissa Dubie Consulting
EXPENSES	Estimated Meal Cost - \$0 Estimated Hotel Cost - \$0 Estimated Required Fees - \$35 x (1) Estimated Travel Cost - \$0
FUNDING	646-0-12410-31200-0005

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: January 30, 2025

RE: **Board Meeting February 3, 2025**

Donations (Action Required)

Received

Lake Central High School Culture Club received a \$30 donation from an anonymous donor.

The Kahler Middle School Band Program received a donation of \$10,000 from the G3 Foundation, which was founded by and is operated by a Kahler family. I have included a letter from the family accompanying the donation in your board packet.

Grimmer Middle School Choir received a donation of \$375 from Scott's U-Save (through the Grimmer PTO) to be used toward the costs of their NYC Carnegie Hall trip.

The Lake Central High School War Memorial fund received a \$1,500 donation from the St John VFW.

The Administration recommends approving the donations as indicated above.

Approval of Employee Benefits Consultant Agreement (Action Required)

The Lake Central School Corporation is moving to a new consultant for our medical insurance and other employee benefits. Brown & Brown of Indiana, LLC currently serves as the Benefit Consultant to approximately 180 schools, Indiana School Trusts, and Indiana School Consortiums. We are looking forward to their ability to bring innovative ideas and cost savings measures to the school corporation and to our employees.



"Supporting Children, Students, Education, First Responders and Community"

Lake Central School Corporation.

Our children have been attending LC Schools since 2008. We had a 2022 graduate, Madison, and another 2025 graduate, Carly, this year. We also have two boys, Kevin & Jack entering high school next year. All of our experiences with administrators, staff, and the teachers have always been positive.

With that said, one class my son is part of stands out. KAHLER MIDDLE SCHOOL BAND! Sometimes outside of sports teams it is difficult to find activities and clubs that instill commitment, teamwork, organization, and discipline. Through her unwavering mission and dedication, director Leta Sena-Lopez, teaches and demands all of these characteristics in the students she leads. We want to see this program flourish and continue to be strong long after our children graduate.

Supporting students and education is a large reason my wife, Jackie, along with our 4 children and I founded G3 Foundation in 2019. We are proud today to pledge \$10,000 to be donated to Kahler Middle School and directed to the Band to be used at the discretion of director, Lata Sena-Lopez, as she deems to best help the students that participate.

Sincerely

A handwritten signature in black ink that reads "Kevin E. Gelatka". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Kevin E Gelatka

kgelatka@aol.com

708-878-7708

Honesty, Integrity, & Loyalty

CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT (this "Agreement"), effective March 1, 2025 (the "Effective Date"), is made by and between LAKE CENTRAL SCHOOL CORPORATION ("Client"), and the Carmel office of BROWN & BROWN OF INDIANA, LLC ("Consultant").

Background

Client wishes to retain Consultant to perform certain specified advisory services as described in this Agreement. Consultant wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year and shall automatically renew for one (1)-year periods, unless sooner terminated as herein provided.

2. **Relationship of Parties.** Consultant is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Consultant by the Client, Consultant will provide services to the Client as an insurance consultant. Client acknowledges that Consultant, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. Client expressly consents to such relationship, if applicable, in the rendition of services by Consultant under this Agreement.

3. **Consultant Services.** Consultant, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"). **Nothing in this Agreement shall be construed to impose any obligations on Consultant, or limitations on Consultant's compensation, relative to services other than as specifically delineated above.**

4. **Client Responsibilities.** In consideration of the Services provided by Consultant, Client agrees as follows:

(a) Client shall cooperate fully with Consultant and the insurance companies with whom

Consultant solicits in the performance of Consultant's obligations under this Agreement.

(b) Client shall timely produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Consultant. Client further agrees to provide Consultant with notice of any material changes in Client's business operations, risk exposures or in any other material information provided under this Agreement. In addition, Client shall carefully read each insurance policy issued to Client in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. Client is responsible for recommending any changes to insurance policies issued to Client.

5. **Compensation.** In consideration of the Services, Client shall compensate Consultant as set forth in Schedule B (the "Consultant Services Fee"). With regard to the Consultant Services Fee, Client and Consultant acknowledge and agree as follows:

(a) Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by Client upon request.

(b) Client acknowledges and agrees that the Consultant Services Fee is reasonable in relation to the Services to be provided by Consultant hereunder.

6. **Confidentiality.** To the extent consistent with performances of Consultant's duties under this Agreement, Consultant and Client agree to hold in confidence Confidential Information (defined below). Client acknowledges, however, that Consultant will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "**Confidential Information**" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Consultant or Client become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the

Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

7. Termination.

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, Client may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Consultant's insurance license in the State of Indiana if not cured by Consultant within sixty (60) days following such suspension or termination; (ii) Consultant's participation in any fraud; or (iii) Consultant's material failure to properly perform its duties and responsibilities hereunder because of Consultant's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Consultant may terminate this Agreement upon the happening of any one of the following causes: (i) Client's failure to pay any Consultant Services Fee more than five (5) days after such payment is due; (ii) Client's participation in any fraud; or (iii) Client's material failure to properly perform its duties and responsibilities hereunder because of Client's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release Client from any accrued obligation to pay any sum to Consultant (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

8. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to Client:
Lake Central School Corporation
8260 Wicker Avenue
St. John, IN 46373
Attn: Dr. Larry Veracco

If to Consultant:
Brown & Brown of Indiana, LLC
11711 N. Meridian Street, Suite 100
Carmel, IN 46032
Attn: Douglas Shepson

With a copy to:

Brown & Brown, Inc.
220 S. Ridgewood Avenue
Daytona Beach, FL 32114
Attn: General Counsel

or such other address as either shall give to the other in writing for this purpose.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. **Indiana Law Applies; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Hamilton County, Indiana.

11. **Limitation of Liability; Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without

the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

13. E-Verify

(a) In accordance with IC 22-5-1.7, if Consultant has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, Consultant shall enroll in and verify the work eligibility status for all of Consultant's newly hired employees through the E-Verify program. Consultant shall not knowingly employ or contract with an unauthorized alien, nor shall Consultant retain an employee or contract with a person that Consultant subsequently learns is an unauthorized alien.

(b) Consultant shall: (i) Sign and deliver to Employer a sworn affidavit that affirms that the Consultant has enrolled and is participating in the E-Verify program; (ii) Provide documentation to Employer substantiating that Consultant has enrolled and is participating in the E-Verify program; and (iii) Sign and deliver to Employer an affidavit affirming that Consultant does not knowingly employ an unauthorized alien.

(c) Consultant shall require all subcontractors, who perform work under this contract, to certify to Consultant in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Consultant agrees to maintain this certification throughout the duration of the term of each subcontract.

14. **Entire Agreement.** This Agreement (including the schedules, documents and instruments referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Client and Consultant by their respective duly authorized representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CLIENT:

Lake Central School Corporation
An Indiana entity

By: _____

Name: _____

Title: _____

CONSULTANT:

Brown & Brown of Indiana, LLC
an Indiana limited liability company

By: _____

Name: Douglas Shepson

Title: Executive Vice President

SCHEDULE A

CONSULTANT SERVICES

Subject to the terms of this Consultant Services Agreement, Consultant shall provide the Services listed below, but only in relation to the following Lines of Insurance: Medical.

- a. Evaluate Employer's business practices with regard to risk and possible transfer of risk to third parties and conduct regular, scheduled meetings with Employer to review Employer's risk management program.
- b. Review and analyze Employer's existing insurance coverage and identify potential lines of coverage or coverage enhancements to improve Employer's insurance program.
- c. Analyze current insurance market conditions and advise Employer of significant implications for Employer's insurance program.
- d. Facilitate, market and procure quotations from carriers, review and analyze quotations and provide proposals for review by Employer.
- e. Coordinate loss prevention services provided by any insurance company with those services provided by Consultant.
- f. Analyze past and current claim and loss history information and advise Employer of significant implications for Employer's insurance program.
- g. Coordinate educational opportunities, including seminars and industry updates.
- h. Provide periodic legislative updates relating to employee benefits.

SCHEDULE B

COMPENSATION

Consultant Services Fee:

In consideration of the Services, Client shall compensate Consultant in the amount of THIRTY-FIVE THOUSAND DOLLARS AND 00/100 (\$35,000.00) (the "Consultant Services Fee"). The Consultant Services Fee shall be due and payable in twelve equal monthly installments of TWO THOUSAND NINE HUNDRED SIXTEEN DOLLARS AND 66/100 (\$2,916.66) on the first day of each month during the term of this Agreement.