AGENDA FOR BOARD OF SCHOOL TRUSTEES REGULAR MEETING

Elkhart Community Schools / Elkhart, Indiana July 22, 2014

CALENDAR

July July		5:30 p.m. Immediately following	Public Work Session, J.C. Rice Educational Services Center Executive Session, J.C. Rice Educational Services Center
July July		7:00 p.m. Immediately following	Regular Board Meeting, J.C. Rice Educational Services Center Executive Session, J.C. Rice Educational Services Center
August August August	19	7:00 p.m. 7:00 a.m. 7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center Public Work Session, J.C. Rice Educational Services Center Regular Board Meeting, J.C. Rice Educational Services Center

A. CALL TO ORDER/PLEDGE

B. INVITATION TO SPEAK PROTOCOL

C. MINUTES

July 8, 2014 - Public Work Session July 8, 2014 - Regular Board Meeting July 15, 2014 - Public Work Session

D. TREASURER'S REPORT

Consideration of Claims

Financial report - January 1, 2014 - June 30, 2014

<u>Extra-curricular Purchase</u> - The Business Office seeks Board approval of an extra-curricular purchase request from Pierre Moran Middle School.

<u>Annual Financial Report</u> – The Annual Financial Report for 2013-2014 is presented for Board information.

<u>Resolution</u> – The Business Office recommends Board approval of a resolution to receive petitions requesting the leasing of school facilities, taking other actions concerning the proposed lease, and approving the issuance of bonds by the Elkhart Community School Building Corporation.

<u>Fundraisers</u> – The Business Office recommends Board approval of proposed school fundraisers in accordance with Board policy.

BOARD AGENDA July 22, 2014

E. NEW BUSINESS

<u>Administrative Regulation CC</u> – The administration presents proposed revisions to Administrative Regulation CC – Administrative and Supervisory Organization, for Board review.

<u>Memorandum of Understanding</u> – The administration recommends approval of a proposed memorandum of understanding with Ivy Tech Community College to establish an Early College High School.

<u>Overnight Trip Requests</u> – The administration seeks Board approval of overnight trip requests.

F. PERSONNEL

<u>Conference Leaves</u> - It is recommended the Board grant conference leave requests in accordance with Board Policy to staff members as recommended by the administration.

<u>Certified and Classified Staff</u> - See the report and recommendations of the administration.

G. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

H. ADJOURNMENT

MINUTES OF THE PUBLIC WORK SESSION OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools Elkhart, Indiana

July 8, 2014

	,	-,	
J. C. Rice Education	al Services Center, 272	20 California Rd, Elkhart – 5:30 p.m.	Time/Place
Board Members Present:	Dorisanne H. Nielser Carolyn R. Morris	n Karen S. Carter Susan C. Daiber Jeri E. Stahr Douglas K. Weaver	Roll Call
Absent:	Glenn L. Duncan		
ECS Staff:	Rob Haworth John Hill	Doug Hasler Robert Woods	
Other	Pam Melcher	Tony England	
calendar, student		program with Pam Melcher, school ests with Tony England, referendum ary bell times.	Topics Discussed
The meeting adjour	rned at approximately	6:10 p.m.	Adjournment
APPROVED:			Signatures
Dorisanne H. Niels	en, President	Karen S. Carter, Member	
Carolyn R. Morris,	Vice President	Susan C. Daiber Member	
-absent- Glenn L. Duncan, S	Secretary	Jeri E. Stahr, Member	
		Douglas K. Weaver, Member	

MINUTES OF THE REGULAR MEETING OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools Elkhart, Indiana July 8, 2014

J.C. Rice Educational Services Center, 2720 California Road – 7:00 p.m.

Place/Time

Board Members Present:

Dorisanne H. Nielsen Carolyn R. Morris

Roll Call

Glenn L. Duncan

Susan C. Daiber Jeri E. Stahr

Karen S. Carter

Douglas K. Weaver

President Dorisanne Nielsen called the regular meeting of the Board of School Trustees to order. The pledge of allegiance was recited.

Call to Order/Pledge

Mrs. Nielsen discussed the invitation to speak protocol.

Protocol

By unanimous action, the Board approved minutes of its June 24, 2014 public work session and its June 24, 2014 regular Board meeting.

Approval of Minutes

By unanimous action, the Board approved payment of claims totaling \$15,393,006.55 as shown on July 8, 2014, claims listing. (codified file 1415-134)

Payment of Claims

By unanimous action, the Board re-appointed Douglas Hasler, executive director of support services, to serve as ECS' Treasurer and Diana Stamper, executive assistant/head bookkeeper, as Deputy Treasurer for the 2014-2015 school year. (codified file 1415-135)

Appointment of Treasurer and Deputy Treasurer

Mr. Hasler reported the following loans have been paid back effective \$1,925,000.00 from Debt Service Fund to Capital June 30, 2014: Projects Fund; \$995,000.00 from Service Retirement/Severance Fund to General Fund; \$835,000.00 from Capital Projects Fund to General Fund; \$1,050,000.00 from Transportation -Operating Fund to General Fund and \$425,000.00 from Transportation-Operating Fund to Transportation-Bus Replacement Fund.

Fund Loans

By unanimous action, the Board approved the purchase of treasurer's bonds for the period of July 1, 2014-July 1, 2015.

Treasurer's Bonds

By unanimous action, the Board approved the bid award for Central High School partial roof replacement. Tony Gianesi, director for building services, explained which sections of Central's roof would be replaced, what products would be used and a target date for completion. He walked the Board through the bid process. In response to Board inquiry, Mr. Gianesi stated he would meet with the consultant and discuss their questions about roofing products. (codified file 1415-136)

Bid Award

The Board approved proposed school fundraisers in accordance with Board policy.

By unanimous action, the Board approved continued alternative residential services agreement for an Elkhart Community Schools' student. (codified file 1415-137)

The Board heard conflicts of interest from the following administrators: Brian Buckley, Shawn Hannon, Dr. John Hill, Toni McDougal, Bernadette Taylor and William Kovach. (codified file 1415-138)

The Board heard proposed revisions to Administrative Regulation EEA, Student Transportation Services. Doug Thorne, executive director of personnel and legal services, indicated the changes are the walk zones changing from two miles back to one-and-a-half miles. Board members offered no other comments or concerns.

By unanimous action, the Board approved the proposed revision to 2014-2015 school calendar which was approved at the April 29th board meeting. Dr. John Hill, Assistant Superintendant for Instruction, explained Parent/Teacher conferences will be moved from October 15, 2014 to October 16, 2014 due to a conflict with the PSAT-Merit Scholar Qualifying Test. (codified file 1415-139)

By unanimous action, the Board approved conference leave requests in accordance with Board policy for staff members as recommended by the administration of the July 8, 2014 listing. (codified file 1415-140)

By unanimous action, the Board approved the following personnel recommendations of the administration:

Employment of the following fifteen (15) certified employees for the 2014-2015 school year:

Sally Bawtinheimer - grade 3 at Osolo;
Griffin Bemisderfer - Spanish at Memorial
Kristy Cisneros - counselor at Pierre Moran
Jane Eggleston - language arts at Central
Allison Fites - kindergarten at Riverview
Erika Green - grade 6 at Cleveland
Charlette Hawkins - special education at Cleveland
Kaleigh Kazimerczak - grade 3 at Riverview
Jonathan Kirkton - math at Central
Jennifer Pummill - interventions at Roosevelt
Kristine Ray - grade 4 at Bristol
Tierah Rodmand - special education at Osolo
Megan Schuler - kindergarten at Eastwood
Erica Shaffer - kindergarten at Cleveland
Laura Unsicker - science at North Side

Retirement of Sandra Blair, grade 6 at Beck after 33 years of service.

Fundraisers

Residential Services Agreement

Administrative Conflict of Interest

Administrative Regulation EEA

2014-2015 School Calendar

Conference Leaves

Personnel Report

Certified Employment

Certified Retirement Maternity leave for Malia Jaynes, speech pathologist at Beck beginning 8/13/14 and ending 6/5/15.

Release from employment Amber Butler and Holly Dubois.

Resignation of Aaron Nicks, grade 2 at Hawthorne effective 7/3/14.

Employment of classified employee Tracey Bolin, deputy controller at ESC, who successfully completed her probationary period on 7/8/14.

Resignation of five (5) classified employees effective on dates indicated:

Margaux Dever - paraprofessional at Riverview, 6/6/14 Allison Fites - paraprofessional at Osolo, 6/26/14 Kristin Hill - paraprofessional at Pierre Moran, 6/27/14 Tierah Rodman - paraprofessional at Osolo, 6/19/14 John Smerekanich - mechanic at Transportation, /22/14

Retirement of two (2) classified employees, effective on dates indicated, with years of service in parenthesis:

Jacqueline Perry - custodian at Memorial (31), 7/11/14 Kevin Perry - custodian at Central (32), 7/7/14

Dr. Haworth announced the confirmation of Administrative appointment of Jean Creasbaum to Director of Elementary Instruction at ESC effective for the 2014-2015 school year. He expressed his excitement having her added to the district administration after effectively serving as principal at Osolo.

Dr. Haworth shared lot's has happened since the referendum was passed. He asked Mr. Hasler to explain the financing issues to date and Mr. Gianesi to give a construction update. Mr. Hasler explained the procedural requirements needed before referendum monies can be In the interim, funds will be borrowed from the Capital collected. Projects Fund (CPF) and replaced in November when bond funds arrive. In response to Board inquiry, Mr. Hasler explained CPF will be used as cash flow because Rainy Day Funds lack the amounts needed for this Mr. Gianesi used a power point presentation to show the matter. progress of construction at Memorial High School's cafeteria. He also showed how and why the first 200 locks are being changed for security. Designs are being developed and bids will be taken for Riverview, Pierre Moran and West Side chillers, also Pinewood, Woodland, Beardsley and West Side offices. Public Address Systems are being installed, asphalt is being laid, security cameras are being installed and entrance roofs are being examined. In response to Board inquiry both Mr. Hasler and Mr. Gianesi affirmed construction will progress with as little interruption of the student school day as possible. Principals have been consulted on designs and plans and therefore are aware of scheduled progress.

Maternity Leave

Release from Employment

Certified Resignation

Classified Employment

Classified Resignation

Classified Retirement

Administrative Appointment

From the Superintendant

Board Member Glenn Duncan asked about past construction taking place only in the summer to avoid classroom disruption. Board Member Karen Carter explained how referendum monies must be spent in a timely fashion to avoid being taxed. It was also stated with the referendum being passed in May, no designs or consulting could begin until it was approved which delayed everything. Mrs. Carter also shared she felt parents want their children as safe as possible as soon as possible.

Superintendent Haworth announced the 2014-2015 secondary bell times will be 7:25 am and 2:40 pm. He stated a five minute change will affect the number of bus drivers needed and Transportation is doing a fantastic job in response to the retirement of many drivers at the end of the school year and the walk zone being changed. He shared ESC is still recruiting bus drivers but will have enough drivers ready to begin the school year.

The meeting adjourned at approximately 7:53 p.m.

APPROVED:

Dorisanne H. Nielsen - President

Carolyn R. Morris - Vice President

Glenn L. Duncan - Secretary

Karen S. Carter - Member

Susan C. Daiber - Member

Douglas K. Weaver - Member

From the Board

From the Superintendent

Adjournment Signatures

MINUTES OF THE PUBLIC WORK SESSION OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools Elkhart, Indiana

July 15, 2014

J. C. Rice Education	al Services Center, 27	720 California Rd, Elkhart – 7:00 a.m.	Time/Place
Board Members Present:	Dorisanne H. Nielse Carolyn R. Morris Glenn L. Duncan	en Karen S. Carter Susan C. Daiber Jeri E. Stahr	Roll Call
Absent:	Douglas K. Weaver		
ECS Staff:	Doug Hasler John Hill Robert Woods		
Executive Director of 2015 General Fund by	of Support Services, oudget.	Doug Hasler, reviewed a draft of the	Topics Discussed
The meeting adjourned at approximately 7:50 a.m.			Adjournment
APPROVED:			Signatures
Dorisanne H. Nielse	n, President	Karen S. Carter, Member	
Carolyn R. Morris, V	ice President	Susan C. Daiber Member	
Glenn L. Duncan, Se	ecretary	Jeri E. Stahr, Member	
		-absent Douglas K. Weaver, Member	

ACCOUNT BALANCES/INVESTMENT DETAIL

JUNE 2014

PETTY CASH \$ 0.00

GENERAL ACCOUNTS:

Lake City Bank 150,687.24 Teachers Credit Union 16,205,289.80

SCHOOL LUNCH ACCOUNTS:

Teachers Credit Union 362,155.54 Change Fund 0.00

TEXTBOOK RENTAL ACCOUNTS:

Chase Bank 1,750,204.46

PAYROLL ACCOUNTS:

Teachers Credit Union-Payroll Account

Teachers Credit Union - Flex Account

63,004.27

INVESTMENTS:

First State Bank Certificate of Deposit
To mature 06/25/14 at .21%

0.00

\$ 20,841,473.92

ELKHART COMMUNITY SCHOOLS Elkhart, Indiana

July 17, 2014

TO:

Dr. Haworth

Board of School Trustees

FROM:

Doug Hasler

SUBJECT:

Extra-Curricular Purchase

The Business Office recommends Board approval of purchase of the following items from extra-curricular funds:

SCHOOL/ACCOUNT

ITEM

AMOUNT

Extra Curricular Account

2,500 Lanyards

\$ 2,293.97



PIERRE MORAN MIDDLE SCHOOL Elkhart Community Schools 200 West Lusher Avenue, Elkhart, IN 46517-2009 (574) 295-4805 / 4807 fax www.elkhart.k12.in.us

June 30, 2013

To:

Board of School Trustees

Dr. Haworth

From:

Matt Werbiansky

Subject:

Student ID Lanyards

Pierre Moran Middle School is asking permission to order 2,500 Royal Blue Lanyards with swivel clips with breakaway capability. These lanyards will be imprinted with Pierre Moran Middle School.

We will use our extra-curricular to pay for these lanyards. The total cost is \$2,293.97.

RESOLUTIONS OF THE BOARD OF SCHOOL TRUSTEES OF THE ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, RECEIVING AND APPROVING THE PETITION OF TAXPAYING CITIZENS REQUESTING THE LEASING OF CERTAIN SCHOOL FACILITIES, TAKING OTHER ACTIONS REGARDING THE PROPOSED LEASE AND APPROVING THE ISSUANCE OF BONDS BY THE ELKHART COMMUNITY SCHOOL BUILDING CORPORATION

WHEREAS, a petition signed by fifty (50) or more taxpaying citizens of the Elkhart Community Schools, Elkhart County, Indiana (the "School Corporation"), has been filed with the Board of School Trustees of the School Corporation (the "Board") requesting the Board to enter into negotiations with a nonprofit school building corporation (A) for the purpose of undertaking all or any portion of: (1) the 2014 Multi-Facility Safety, Security and Basic Building Restoration Project, as defined in the resolutions adopted by the Board on January 6, 2014, and (B) to the extent permitted by law to take all of the necessary steps to finance all or a portion of the costs of all or any portion of the 2014 Multi-Facility Safety, Security and Basic Building Restoration Project by entering into a proposed lease between an Indiana nonprofit school building corporation, as lessor, and the School Corporation, as lessee, relating to all or any portion of such school facilities and other school facilities operated by the School Corporation and the real property upon which such facilities are, or will be, located (any such leased facilities and real estate, collectively, the "Premises"); and

WHEREAS, such petition has been carefully considered and investigations have been conducted by this Board; and

WHEREAS, the Board now finds that a need exists for the 2014 Multi-Facility Safety, Security and Basic Building Restoration Project and such facilities, and that the School Corporation cannot provide the necessary funds to pay the costs of such facilities to meet such needs; and

WHEREAS, the Elkhart Community School Building Corporation (the "Building Corporation") was incorporated to assist the School Corporation in financing, from time to time, the construction and renovation of school facilities to be operated by the School Corporation, including the 2014 Multi-Facility Safety, Security and Basic Building Restoration Project; and

WHEREAS, it is deemed desirable to proceed with the necessary negotiations and all other steps looking toward the completion of the 2014 Multi-Facility Safety, Security and Basic Building Restoration Project; and

WHEREAS, there have been prepared drawings, plans, specifications and estimates for the costs of the 2014 Multi-Facility Safety, Security and Basic Building Restoration Project; and

WHEREAS, said drawings, plans and specifications will be submitted to the agencies designated by law to pass on plans and specifications for such buildings, and the estimates for the costs of the 2014 Multi-Facility Safety, Security and Basic Building Restoration Project have been submitted to and now meet with the approval of this Board; and

WHEREAS, it now appears to this Board that said drawings, plans, specifications and estimates provide for necessary school facilities; and

WHEREAS, this Board has previously determined that, to the extent permitted by law, the Board will take all of the necessary steps to enter into a lease with the Building Corporation for all or any portion of the facilities operated or to be operated by the School Corporation, pursuant to which the Building Corporation and the School Corporation will finance all or a portion of the 2014 Multi-Facility Safety, Security and Basic Building Restoration Project; and

WHEREAS, there has been prepared and previously submitted to the members of the Board a proposed form of a lease and related addenda (the "Lease") by and between the Building Corporation, as lessor, and the School Corporation, as lessee, for the lease of all or any portion of the Premises.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF THE ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, that:

- <u>Section 1.</u> The petition of taxpaying citizens heretofore filed with this Board is hereby approved.
- Section 2. Need exists for the 2014 Multi-Facility Safety, Security and Basic Building Restoration Project, and the 2014 Multi-Facility Safety, Security and Basic Building Restoration Project cannot be provided from any funds available to the School Corporation. This Board shall proceed to take such steps as may be necessary to secure (1) the acquisition of all or any portion of the Premises by the Building Corporation, (2) the payment of all costs of all or any portion of the 2014 Multi-Facility Safety, Security and Basic Building Restoration Project and all of the costs associated therewith by the Building Corporation and the School Corporation, and (3) the leasing of all or any portion of the Premises by the Building Corporation to the School Corporation as provided by Indiana Code 20-47-3, as amended, and Indiana Code 20-47-4.
- <u>Section 3</u>. It is hereby determined to be proper and in the public interest to reapprove the incorporation of the Building Corporation for the purpose of financing, constructing, renovating, expanding and equipping certain school facilities and leasing the same to the School Corporation, including the 2014 Multi-Facility Safety, Security and Basic Building Restoration Project.
- <u>Section 4</u>. The Board hereby re-approves the Articles of Incorporation of the Building Corporation, the Code of By-Laws of the Building Corporation and the appointment of William G. Cork, David C. Bonfiglio and Dr. John Hutchings to act as the current Directors of the Building Corporation and to serve a term (unless the Director resigns, is removed or dies) of one year or until a successor is appointed and qualified.
- Section 5. The 2014 Multi-Facility Safety, Security and Basic Building Restoration Project is in the public interest of the patrons of the School Corporation and is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and assist it in fulfilling the requirements of all agencies, including the federal, state and city governments.
- Section 6. The Building Corporation, being duly organized to conduct business, may issue, sell and deliver its bonds (the "Bonds") in an aggregate issued amount not to exceed \$19,030,000 for the purpose of financing all or a portion of the 2014 Multi-Facility Safety,

Security and Basic Building Restoration Project, pursuant to the applicable laws of the State of Indiana, may encumber any real property or equipment acquired by it for the purpose of financing all or any portion of the 2014 Multi-Facility Safety, Security and Basic Building Restoration Project and may enter into contracts for the sale of the Bonds and the acquisition, renovation and expansion of said school facilities.

- <u>Section 7</u>. Upon the redemption or retirement of the Bonds to be issued by the Building Corporation in connection with the financing of the 2014 Multi-Facility Safety, Security and Basic Building Restoration Project, the School Corporation will accept from the Building Corporation the Premises free and clear of all liens and encumbrances thereon.
- <u>Section 8</u>. The School Corporation shall apply the proceeds received by the School Corporation from the sale of all or any portion of the Premises to the Building Corporation to the costs of all or a portion of the 2014 Multi-Facility Safety, Security and Basic Building Restoration Project not funded by the Building Corporation.
- Section 9. The terms and conditions of the proposed form of the Lease and the plans, drawings, specifications and estimates of the 2014 Multi-Facility Safety, Security and Basic Building Restoration Project are approved and agreed to as the basis for a hearing as required by law, and such hearing shall be held by this Board upon the necessity for the execution of the Lease and whether the lease rental provided therein is a fair and reasonable rental for all or any portion of the Premises prior to the final determination of such questions so that this Board may determine whether to execute the Lease as now written or as modified hereafter by agreement of the parties prior to execution, and the President of the Board is hereby authorized to call said hearing to be held on August 26, 2014, at 7:00 p.m., local time, in the J.C. Rice Educational Services Center, 2720 California Road, Elkhart, Indiana, or at such other date, time and location as determined by the President of the Board.

<u>Section 10</u>. Any officer of the School Corporation be, and hereby is, authorized, empowered and directed, on behalf of the School Corporation to publish notices of said public hearings and to take any other action as such officer deems necessary or desirable to effectuate the foregoing resolutions, and any such publication or other actions heretofore made or taken be, and hereby are, ratified and approved.

PASSED AND ADOPTED this 22nd day of July, 2014.

BOARD OF SCHOOL TRUSTEES OF THE ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA

<u>AYE</u>		NAY
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	•	
ATTEST:		
Secretary of the Board of School Trustees		

LEASE

by and between

ELKHART COMMUNITY SCHOOL BUILDING CORPORATION

and

ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA

Dated as	of	, 2014
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LEASE

THIS LEASE (this "Lease"), entered into as of this day of	, 2014,
by and between the Elkhart Community School Building Corporation, an Indiana	nonprofit
corporation (the "Lessor"), and the Elkhart Community Schools, Elkhart County,	Indiana, a
public school corporation existing under the laws of the State of Indiana (the "Lessee");

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. PREMISES, TERM AND WARRANTY.

- (i) The Lessor does hereby lease, demise and let to the Lessee (A) certain real estate in Elkhart County, Indiana, described in Exhibit A-1 through and including Exhibit A-3 attached hereto and made a part hereof, including the existing Woodland Elementary School, Beardsley Elementary School and West Side Middle School and all of their related outdoor facilities located thereon (collectively, the "Existing Facilities") which will be renovated, improved, upgraded and equipped by the Lessor according to plans and specifications (the "Plans and Specifications")(such renovation, improvements, upgrades and equipping, collectively, the "Improvements"), prepared for the Lessor and the Lessee by the architect or engineer selected by the Lessee, and (B) the furnishings, equipment and appurtenances to the Existing Facilities as renovated (the Existing Facilities as renovated, improved, upgraded and equipped and such furnishings, equipment and appurtenances, collectively, the "Premises"), to have and to hold the same, with all rights, privileges, easements and appurtenances thereunto belonging, for a term of twenty-one (21) years, beginning on the date the Premises are acquired by the Lessor from the Lessee, and ending on the day prior to such date twenty-one (21) years thereafter. Notwithstanding the foregoing, upon the sale of the Bonds (as hereinafter defined), Exhibit A-1 through and including Exhibit A-3 may be amended to remove a portion of the Premises from being subject to this Lease if, prior to or at the time the Lessor issues the Bonds, the Lessee determines to pay for the Improvements on the eliminated portion of the Premises from funds other than those received in connection with the issuance of the Bonds. The Premises, including the real estate, as revised and reduced, shall be endorsed on this Lease at the end hereof in the form attached as Exhibit B by the parties hereto as soon as the same can be done after the sale of said Bonds, and such endorsement shall be recorded as an addendum to this Lease. In the event the Lessee determines to remove a portion of the Premises from being subject to this Lease as set forth in this paragraph, the rental payments established in Section 2 hereof may be reduced by a percentage equal to the percentage that the Premises removed from being subject to the Lease bear to the entire Premises.
- (ii) Notwithstanding the foregoing, the term of this Lease will terminate at the earlier of (x) the exercise by the Lessee of the option to purchase all of the Premises and the payment of the option price, or (y) the payment or defeasance of all obligations issued by the Lessor and secured by this Lease or any portion thereof.

- (iii) The date the Improvements are complete and ready for occupancy shall be endorsed on this Lease at the end hereof in the form of Exhibit C attached hereto by the parties hereto as soon as the same can be done after such date and such endorsement shall be recorded as an addendum to this Lease.
- (iv) The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the Premises, and the Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by acts or omissions of the Lessee or its assigns.
- (b) The Plans and Specifications may be changed, additional construction work may be performed and additional equipment may be purchased by the Lessor, but only with the approval of the Lessee, and only if such changes, additional construction work or additional equipment do not alter the character of the Premises at the time of execution thereof or reduce the value thereof. Any such additional construction work or additional equipment shall be part of the property covered by this Lease. The Plans and Specifications have been filed with and approved by the Lessee.

2. RENTAL PAYMENTS.

- The Lessee agrees to pay rental for the Premises at a rate per year during the term of this Lease not to exceed One Million Six Hundred Fifty-Six Thousand Dollars (\$1,656,000), which rental payments will be payable in semi-annual installments as hereinafter set forth. Each such semi-annual installment of such rental payment, payable as hereinafter described, shall be based on the value of the Existing Facilities, together with that portion of the Improvements which are complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. The first rental installment shall be due no earlier than June 30, 2015, and on each June 30 and December 31 of each year after commencement of such semi-annual payments. Such rental shall be payable in advance. The last semi-annual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Lease. All rentals payable under the terms of this Lease shall be paid by the Lessee to the trustee (the "Trustee") under the trust indenture (the "Indenture") securing the first mortgage bonds (the "Bonds") to be issued by the Lessor to provide funds for the projects on the Premises. All payments so made by the Lessee shall be considered as payments to the Lessor of the rentals payable hereunder.
- (b) After the sale of each series of the Bonds, the annual rental shall be established to be an amount sufficient to pay principal and interest due in each twelve (12) month period commencing each year on June 30, together with annual incidental costs as determined by the Lessor at the time of issuance of each series of Bonds, payable in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of the Improvements located on the real estate which is then subject to this Lease together with that portion of the constructed, renovated or remodeled Improvements which are complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Lease in the Addendum executed at the time

of the issuance of each series of Bonds by the parties hereto, and such Addendum shall be recorded as an addendum to this Lease.

- ADDITIONAL RENTAL PAYMENTS. The Lessee shall pay as further rental for the Premises all taxes and assessments levied against or on account of the Premises or the receipt of lease rental payments hereunder. In addition, the Lessee shall pay for all of the utilities and insurance in connection with the operation of the Premises. The Lessee also shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, continuing disclosure expenses and fees and any other ordinary or extraordinary expenses relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee at least three (3) days before the last day upon which the same must be paid to avoid delinquency. In case the Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify the Lessor, and shall furnish bond with surety to the approval of the Lessor for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the non-payment thereof when due, the Lessee shall not be obligated to pay the same until such contests shall have been determined. The Lessee shall promptly pay as further rental the amount calculated by or for the Trustee as the amount required to be paid to the United States Treasury, after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").
- <u>DAMAGE TO PREMISES</u>; <u>ABATEMENT OF RENT</u>. In the event the Premises are partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use by the Lessee, (x) it shall then be the obligation of the Lessor to restore and rebuild the Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 6 hereof, and provided further, the Lessor shall not be required to rebuild or restore the Premises if the Lessee instructs the Lessor not to undertake such work because the Lessee anticipates that either (i) the cost of such work exceeds the amount of insurance proceeds and other amounts available for such purpose, or (ii) the same cannot be completed within the period covered by rental value insurance, and (y) the rent shall be abated for the period during which the Premises or any part thereof is unfit for use by the Lessee, in proportion to the percentage of the area of the Premises which is unfit for use by the Lessee. If the Lessee so instructs the Lessor not to undertake such work, the Lessee shall use the insurance proceeds and other amounts available to exercise its option to purchase under Section 9 of this Lease.
- 5. OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS; PERSONAL PROPERTY. The Lessee shall operate, maintain and repair the Premises during the term of this Lease in good repair, working order and condition at its expense. The Lessee shall use and maintain the Premises in accordance with the laws and ordinances of the United States of America, the State of Indiana and all other proper governmental authorities. The Lessee shall have the right, without the consent of the Lessor, to make all alterations, modifications and additions and to do all improvements it deems necessary or desirable to the Premises which do not reduce the rental value thereof. At the end of the term of each Addendum to this Lease, the

Lessee shall deliver the buildings subject to such Addendum to the Lessor in as good condition as at the beginning of the term of such Addendum, reasonable wear and tear excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by the Lessee. The Lessee need not replace such personal property, but may replace such property at its own expense, which replacement property shall belong to the Lessee. The proceeds of the sale of any personal property covered by this Lease shall be paid to the Trustee. The Lessee may trade in any obsolete or worn out personal property or replacement property which will belong to the Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property.

- INSURANCE. The Lessee, at its own expense, shall, during the term of this 6. Lease, keep the Premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or improvements of a similar type, with good and responsible insurance companies approved by the Lessor and, if required by the Lessor under the Indenture, rated at least "A" by AM Best and Company, or under a selfinsurance program of the type which is utilized by other Indiana school corporations. Such insurance shall be in an amount at least equal to one hundred percent (100%) of the full replacement cost of the Premises as certified by a registered architect, registered engineer, professional appraisal engineer or insurance consultant selected by the Lessee or the Lessor, on the effective date of this Lease and on or before the last day of December of each year thereafter. Such appraisal may be based upon a recognized index of conversion factors. During the term of this Lease, the Lessee shall also, at its own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the Premises for a period of the ensuing two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this Section 6. During the full term of this Lease, the Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Premises in an amount not less than One Million Dollars (\$1,000,000) CSL on account of each occurrence with one or more good and responsible insurance companies or under a self-insurance program of the type which is utilized by other Indiana school corporations. All insurance required herein may be by blanket insurance policy or policies. All of such policies shall be for the benefit of all persons having an insurable interest in the Premises, and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate. All such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies, together with a certificate of the insurance commissioner of the State of Indiana certifying that the persons countersigning such policies are duly qualified in the State of Indiana as resident agents of the insurers on whose behalf they may have signed, and the certificate of the architect or engineer hereinbefore referred to, shall be deposited with the Lessor. If, at any time, the Lessee fails to maintain insurance in accordance with this Section 6, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.
- 7. <u>ASSIGNMENT AND SUBLETTING</u>. The Lessee shall not assign this Lease or sublet the Premises without the written consent of the Lessor. The Lessor shall not assign this Lease without the written consent of the Lessee, except to the extent provided in the Indenture.

- 8. <u>TAX COVENANTS</u>. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Lessee represents, covenants and agrees that:
- (a) No person or entity, other than the Lessor, the Lessee or another governmental unit, will use more than 5% of the proceeds of the Bonds or property financed by more than 5% of the Bond proceeds other than as a member of the general public. No person or entity other than the Lessor, the Lessee or another governmental unit will own property financed by more than 5% of the Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.
- (b) No more than 5% of the Bond proceeds will be loaned to any entity or person. No more than 5% of the Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of more than 5% of the Bond proceeds.
- (c) The Lessor and the Lessee will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code and the regulations thereunder as applicable to the Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on Bond proceeds or other monies treated as Bond proceeds to the federal government as provided in Section 148 of the Code.
- (d) The Lessee will file an information report on Form 8038-G with the Internal Revenue Service as required by Section 149 of the Code.
- (e) The proceeds from the sale of the Bonds, proceeds received from lease rentals payable according to this Lease, any other amounts received by the Lessor in respect to property directly or indirectly financed with any proceeds of such Bonds, and proceeds from interest earned on the investment and reinvestment of such proceeds and amounts, shall not be invested or otherwise used in a manner which would cause such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the Bonds.

Notwithstanding any other provisions hereof, the foregoing covenants and authorizations (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal income tax law (the "Tax Exemption") need not be complied with if the Lessee receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

9. <u>OPTION TO PURCHASE</u>.

(a) The Lessor hereby grants to the Lessee the right and option, on any date prior to the expiration of this Lease, upon written notice to the Lessor, to purchase the Premises or any portion thereof at a price equal to the amount required to enable the Lessor to pay or defease all indebtedness related to the Premises or such portion, as the case may be, including the Bonds related to the Premises or portion thereof, with accrued and unpaid interest to the date on which

such indebtedness will be redeemed and all premiums payable on the redemption thereof, and to enable the Lessor to liquidate, if the Lessor is to be liquidated, by paying the expenses and charges of liquidation and to pay the cost of transferring the Premises.

- (b) Upon request of the Lessee, the Lessor shall furnish an itemized statement setting forth the amounts required to be paid by the Lessee in order to purchase the Premises or portion thereof in accordance with Section 9(a) hereof.
- (c) If the Lessee exercises its option to purchase, it shall pay to the Trustee that portion of the purchase price which is required to pay or defease the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to the Lessee a written statement that such amount will be sufficient to retire the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.
- (d) The remainder of such purchase price shall be paid by the Lessee to the Lessor. Nothing herein contained shall be construed to provide that the Lessee shall be under any obligation to purchase the Premises or any portion thereof, or under any obligation in respect to any creditors or other security holders of the Lessor.
- (e) Upon the exercise of the option to purchase granted herein, the Lessor will upon such payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease. In the event of purchase of the Premises of any portion thereof by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all tax payments required for the transfer of title.
- 10. <u>OPTION TO RENEW</u>. The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like, or lesser, term, upon the same or like conditions as herein contained, and the Lessee may exercise this option by written notice to the Lessor given prior to the expiration of this Lease.
- 11. TRANSFER TO THE LESSEE. In the event the Lessee has not exercised its option to purchase the Premises in accordance with Section 9 hereof and has not exercised its option to renew this Lease in accordance with Section 10 hereof, then, upon expiration of this Lease and upon full performance by the Lessee of its obligations under this Lease at the time of the expiration, the Premises subject to this Lease shall become the absolute property of the Lessee, and, upon the Lessee's request, the Lessor shall execute proper instruments conveying to the Lessee all of the Lessor's title thereto.

12. DEFAULTS.

- (a) If the Lessee shall default in the (i) payment of any rentals or other sums payable to the Lessor hereunder, or (ii) observance of any other covenant, agreement or condition hereof and such default shall continue for ninety (90) days after written notice to correct the same, then, in any of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy, or may authorize or delegate the authority to file a suit or make appropriate claims, or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Premises and the Lessee covenants to surrender the same forthwith upon demand.
- (b) The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.
- 13. <u>NOTICES</u>. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party, at its last known address.
- 14. <u>SUCCESSORS OR ASSIGNS</u>. All covenants in this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.
- 15. <u>SEVERABILITY</u>. In the event any section or provision of this Lease, or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable, that illegality or invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Lease or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, which shall be construed and enforced as if that illegal or invalid or inoperable portion were not contained herein.
- 16. <u>TABLE OF CONTENTS</u>; <u>CAPTIONS</u>. The table of contents appended to this Lease and the captions included throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
- 17. <u>CONSTRUCTION OF COVENANTS</u>. The Lessor was organized for the purpose of constructing and erecting the Premises and leasing the same to the Lessee under the provisions of Indiana Code 20-47-3, as amended, and Indiana Code 20-47-4. All provisions herein contained shall be construed in accordance with the provisions of said statutes, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and

provisions of said statutes, the provisions of said statutes shall be deemed to be controlling and binding upon the Lessor and the Lessee.

18. <u>AMENDMENT OF LEASE</u>. The Lessor may unilaterally amend <u>Exhibit A-1</u> through and including <u>Exhibit A-3</u> of this Lease to provide for the lease, demise and let by the Lessor to the Lessee of only a portion of the Premises, as currently defined under this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf as of the day and year first hereinabove written.

	LESSEE
	ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA
	By:
ATTEST:	
Glenn L. Duncan, Secretary of the Board of School Trustees	
	LESSOR
	ELKHART COMMUNITY SCHOOL BUILDING CORPORATION
	By:William G. Cork, President
ATTEST:	
Dr. John Hutchings, Secretary/Treasurer	

STATE OF INDIANA)) SS:
COUNTY OF ELKHART) 55.
appeared Dorisanne H. Nielsen and the Secretary, respectively,	ned, a Notary Public in and for said County and State, personally and Glenn L. Duncan, personally known to me as the President of the Board of School Trustees of the Elkhart Community a, and acknowledged the execution of the foregoing lease for and ion.
WITNESS my hand and	notarial seal this day of, 2014.
	Written Signature
	Printed Signature
	NOTARY PUBLIC
My Commission Expires:	My County of Residence is:

STATE OF INDIANA)) SS:
COUNTY OF ELKHART)
appeared William G. Cork and D and the Secretary, respectively,	ed, a Notary Public in and for said County and State, personally r. John Hutchings, personally known to me to be the President of the Elkhart Community School Building Corporation, and the foregoing lease for and on behalf of said corporation.
WITNESS my hand and n	otarial seal this day of, 2014
	Written Signature
	Printed Signature
	NOTARY PUBLIC
My Commission Expires:	My County of Residence is:
I affirm under the penaltie Social Security Number in this do	s of perjury, that I have taken reasonable care to redact each cument, unless required by law.
	Jeffen Mufferful
	Jeffery J. Qualkinbush

This instrument prepared by Jeffery J. Qualkinbush, Esquire, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT A-1 TO LEASE BETWEEN ELKHART COMMUNITY SCHOOL BUILDING CORPORATION, LESSOR, AND ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, LESSEE

Legal Description for Woodland Elementary School

A part of the East half of the Southwest Quarter of Section 36, Township 38 North, Range 4 East, in Elkhart County, Indiana, more particularly described as follows:

Commencing at a railroad spike marking the Northwest corner of the East half of said Quarter Section; thence South 0 degrees 10 minutes East along the West line of the East half of said Quarter Section 654 feet to a railroad spike, and continuing thence South 0 degrees 10 minutes East along said West line of said East half of said Quarter Section 94 feet to a point on said West line which is the point of beginning for this description; thence East at a deflection angle of 90 degrees left, a distance of 10 feet; thence in a Southeasterly direction at a deflection angle of 59 degrees right, a distance of 90 feet; thence East at a deflection angle of 59 degrees left, a distance of 162 feet; thence Northeast at a deflection angle of 45 degrees left, a distance of 35 feet; thence North at a deflection angle of 45 degrees left, a distance of 59.50 feet; thence East at a deflection angle of 90 degrees right, a distance of 221.50 feet; thence South at a deflection angle of 90 degrees right, a distance of 162 feet; thence Southeast at a deflection angle of 45 degrees left, a distance of 22 feet; thence East at a deflection angle of 45 degrees left, a distance of 210 feet; thence South at a deflection angle of 90 degrees right, a distance of 224.50 feet; thence West at a deflection angle of 90 degrees right, a distance of 280 feet; thence South at a deflection angle of 90 degrees left, a distance of 38 feet; thence West at a deflection angle of 90 degrees right, a distance of 36 feet; thence South at a deflection angle of 90 degrees left, a distance of 35 feet; thence West at a deflection angle of 90 degrees right, a distance of 191.50 feet; thence South at a deflection angle of 90 degrees left, a distance of 97.50 feet; thence West at a deflection angle of 90 degrees right, a distance of 128 feet; thence Southwest at a deflection angle of 45 degrees left, a distance of 48 feet; thence South at a deflection angle of 45 degrees left, a distance of 100 feet; thence in a Southwesterly direction at a deflection angle of 14 degrees 30 minutes right, a distance of 52.50 feet; thence West at a deflection angle of 75 degrees 30 minutes right, a distance of 10 feet to the West line of said East half of said Quarter Section; thence North at a deflection angle of 90 degrees right along said West line of said East half of said Quarter Section, a distance of 300 feet; thence East at a deflection angle of 90 degrees right, a distance of 10 feet; thence in a Southeasterly direction at a deflection angle of 77 degrees right, a distance of 52.50 feet; thence in a Southeasterly direction at a deflection angle of 38 degrees left, a distance of 43 feet; thence East at a deflection angle of 39 degrees left, a distance of 42 feet; thence Northeast at a deflection angle of 45 degrees left, a distance of 49.50 feet; thence North at a deflection angle of 45 degrees left, a distance of 347 feet; thence Northwest at a deflection angle of 45 degrees left, a distance of 49.50 feet; thence West at a deflection angle of 45 degrees left, a distance of 42 feet; thence in a Southwesterly direction at a deflection angle of 39 degrees left, a distance of 43 feet; thence in a Southwesterly direction at a deflection angle of 38 degrees left, a distance of 52.50 feet; thence West at a deflection angle of 77 degrees right, a distance of 10 feet to the West line of said East half of said Quarter Section; thence North at a deflection angle of 90 degrees right along said West line of said East half of said Quarter Section 191 feet to the point of beginning of this description. (Containing 5.158 acres.)

EXHIBIT A-2 TO LEASE BETWEEN ELKHART COMMUNITY SCHOOL BUILDING CORPORATION, LESSOR, AND ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, LESSEE

<u>Legal Description for Beardsley Elementary School</u>

Lots Numbered 8 through 20, and the East 30 feet of Lot Numbered 21; also Lots Numbered 44 through 59 and Lots Numbered 73 through 88 as the said Lots are known and designated on the recorded Plat of Proctor, Skinner, Snider, Gouker, Murray & Erwin Addition, an Addition in the City of Elkhart; said Plat being recorded in Deed Record 37, page 446 in the Office of the Recorder of Elkhart County, Indiana.

ALSO: Any and all vacated alleys and streets lying within said Lots.

EXHIBIT A-3 TO LEASE BETWEEN ELKHART COMMUNITY SCHOOL BUILDING CORPORATION, LESSOR, AND ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, LESSEE

Legal Description for West Side Middle School

A part of the Southeast Quarter of Section 1, Township 37 North, Range 4 East, Cleveland Township, Elkhart County, City of Elkhart, State of Indiana, being more particularly described as follows:

Beginning at a point on the East line of land conveyed by Charles T. Green to George C. Bock and Julia E. Bock, his wife (Elkhart County Deed Record 119, page 430, said point being on the North line of Winegar Addition, a recorded Addition to said Quarter Section 20 rods West of the East line of said Quarter Section at the Northwest corner of the 5.66Acre lot conveyed by William Wilkinson to Martha Bonnell (Elkhart County Deed Record 31, page 333); thence North parallel with the East line of said Quarter Section and along the East line of said Bock land, to the South right-of-way line of State Highway Number 112; thence Southwestwardly along said right-of-way to the West line of said Bock land; thence South parallel with the East line of said Quarter Section to a point where the Westerly extension of the North line of Florence Avenue, as platted in Elwood Gardens, a recorded Addition in said Quarter Section, would intersect the West line of said Bock land; thence Eastwardly along the Westerly extension of the North line of said Florence Avenue and the North line of said Florence Avenue to the West line of said Winegar Addition; thence Northwardly along the West line of said Winegar Addition 11 feet to the Northwest corner of said Winegar Addition; thence Eastwardly along the North line of said Winegar Addition to the place of beginning. (Containing 18.5 acres.)

EXCEPTING THEREFROM: A part of the Southeast Quarter of Section 1, Township 37 North, Range 4 East, Elkhart County, Indiana and that part of the grantor's land lying within the right of way lines depicted on Right of Way Parcel Plat, described as follows:

Commencing at the Northwest corner of the Southwest Quarter of Section 6, Township 37 North, Range 5 East, designated as point "20" on said Plat; thence South 0 degrees 17 minutes 18 seconds West 1,044.64 feet along the East line of said Section 1 to the prolonged North line of the grantor's land; thence North 89 degrees 42 minutes 42 seconds West 35.89 feet along the said prolonged North line to the West boundary of SR 19 per Deed Record 217, page 549 (Office of the Recorder of Elkhart County) and the point of beginning of this description; thence South 0 degrees 6 minutes 48 seconds West 132 feet along the boundary of said S.R. 19 to a South line of the grantor's land; thence North 89 degrees 42 minutes 42 seconds West 14.90 feet along said South line; thence North 0 degrees 6 minutes 48 seconds East 49.86 feet to the point designated as "339" on said plat; thence North 33 degrees 11 minutes 51 seconds West 41.88 feet to the point designated as "340" on said plat; thence North 0 degrees 6 minutes 48 seconds East 47.21 feet to a North line of the grantor's land designated as "289" on said plat; thence South 89 degrees 42 minutes 42 seconds East 37.90 feet along said North line to the point of beginning. (Containing .079 acres.)

ALSO EXCEPTING THEREFROM: A part of the Southeast Quarter of Section 1, Township 37 North, Range 4 East, Elkhart County, Indiana and that part of the grantor's land lying within the right of way lines depicted on Right of Way Parcel Plat, described as follows:

Commencing at the Northwest corner of the Southwest Quarter of Section 6, Township 37 North, Range 5 East, designated as point "20" on said Plat; thence South 0 degrees 17 minutes 18 seconds West 384.64 feet along the East line of said Section 1 to the prolonged North line of the grantor's land; thence North 89 degrees 42 minutes 42 seconds West 37.90 feet along said prolonged North line to the West boundary of S.R. 19 per Deed Record 221, page 19 (Office of the Recorder of Elkhart County) and the point of beginning of this description; thence South 0 degrees 6 minutes 48 seconds West 132 feet along the West boundary of said S.R. 19 to a South line of the grantor's land; thence North 89 degrees 42 minutes 42 seconds West 17.44 feet along said South line; thence North 13 degrees 55 minutes 23 seconds West 10.15 feet to the point designated as "298" on said Plat; thence North 0 degrees 6 minutes 48 seconds East 115 feet to the point designated as "299" on said Plat; thence North 18 degrees 32 minutes 54 seconds East 7.54 feet to the North line of the grantor's land; thence South 89 degrees 42 minutes 42 seconds East 17.51 feet along said North line to the point of beginning. (Containing 0.060 acres.)

ALSO EXCEPTING THE FOLLOWING: A part of the Southeast Quarter of Section 1, Township 37 North, Range 4 East, Elkhart County, Indiana and that part of the grantor's land lying within the right of way lines depicted on Right of Way Parcel Plat, described as follows:

Commencing at the Northeast corner of the Southwest Quarter of Section 6, Township 37 North, Range 5 East, designated as point "22" on said Plat; thence South 89 degrees 41 minutes 52 seconds West 216.66 feet along the North line of said Quarter Section to the centerline of SR. 112; thence along the centerline of said S.R. 112 Southwesterly 269.01 feet along an arc to the right having a radius of 1,637.15 feet and subtended by a long chord having a bearing of South 34 degrees 24 minutes 27 seconds West and a length of 268.71 feet to the point of beginning of this description; thence South 50 degrees 53 minutes 7 seconds East 50 feet to the Southeasterly boundary of S.R. 112 per project F.A. 574 Sec. A (1936), designated as point "36902" on said plat; thence along the boundary of said S.R. 112, Southwesterly 197.80 feet along an arc to the right having a radius of 1,687.15 feet and subtended by a long chord having a bearing of South 42 degrees 28 minutes 24 seconds West and a length of 197.69 feet to the point designated as "39108" on said plat; thence North 45 degrees 45 minutes 29 seconds West 50.02 feet to the centerline of said S.R. 112; thence along said centerline Northeasterly 193.33 feet along an arc to the left having a radius of 1,637.15 feet and subtended by a long chord having a bearing of North 42 degrees 29 minutes 52 seconds East and a length of 193.22 feet to the point of beginning. (Containing .0.225 acres.)

EXHIBIT B TO LEASE BETWEEN ELKHART COMMUNITY SCHOOL BUILDING CORPORATION, LESSOR, AND ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, LESSEE

ADDENDUM TO LEASE BETWEEN ELKHART COMMUNITY SCHOOL BUILDING CORPORATION, LESSOR, AND ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of thisday of
20, by and between the Elkhart Community School Building Corporation, an Indiana nonprofit
corporation (the "Lessor"), and the Elkhart Community Schools, Elkhart County, Indiana, a
public school corporation existing under the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee, dated as of ______, 2014 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental upon the issuance of the Bonds (as defined in the Lease).

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the adjusted rental is set forth on <u>Appendix I</u> attached hereto.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to Lease to be executed for and on their behalf as of the day and year first above written.

LESSEE

ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA
By:
LESSOR
ELKHART COMMUNITY SCHOOL BUILDING CORPORATION
By:, President
F (

STATE OF INDIANA)) SS:	
COUNTY OF ELKHART)	
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared and, personally known to me as the President and the Secretary, respectively, of the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said school corporation.	
WITNESS my hand and notarial seal this day of, 20	
	W. W. G.
	Written Signature
	Printed Signature
	NOTARY PUBLIC
My Commission Expires:	My County of Residence is:

STATE OF INDIANA)
COUNTY OF ELKHART) SS:)
appeared the President and the Secretary	d, a Notary Public in and for said County and State, personally and, personally known to me to be, respectively, of the Elkhart Community School Building the execution of the foregoing addendum to lease for and or
WITNESS my hand and no	otarial seal this, 20
	Written Signature
	Printed Signature
	NOTARY PUBLIC
My Commission Expires:	My County of Residence is:
I affirm under the penalties Social Security Number in this do	s of perjury, that I have taken reasonable care to redact each cument, unless required by law.
	Jalla M. Milal

This instrument prepared by Jeffery J. Qualkinbush, Esquire, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204.

Jeffery J. Qualkinbush

Schedule I to Addendum to Lease

Rental Schedule

Payment Date Amount

EXHIBIT C TO LEASE BETWEEN ELKHART COMMUNITY SCHOOL BUILDING CORPORATION, LESSOR, AND ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, LESSEE

ADDENDUM TO LEASE BETWEEN ELKHART COMMUNITY SCHOOL BUILDING CORPORATION, LESSOR, AND ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of thisday of, 20, by and between the Elkhart Community School Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and the Elkhart Community Schools, Elkhart County, Indiana, a public school corporation existing under the laws of the State of Indiana (the "Lessee");
WITNESSETH:
WHEREAS, the Lessor entered into a lease with the Lessee dated as of, 2014 (the "Lease"); and
WHEREAS, it is provided in the Lease that there shall be endorsed thereon the date the Improvements identified in the Lease are complete and ready for occupancy.
NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the Improvements as defined in the Lease are complete and ready for occupancy is, 20

IN WITNESS WHEREOF, the undersigned have caused this Addendum to Lease to be executed for and on their behalf as of the day and year first above written.

LESSEE

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	ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA
	By:, President of the Board of School Trustees
ATTEST:	
, Secretary of the Board of School Trustees	
	LESSOR
	ELKHART COMMUNITY SCHOOL BUILDING CORPORATION
	By:, President
ATTEST:	
, Secretary/Treasurer	•

STATE OF INDIANA)	
) S	S:
COUNTY OF ELKHART)	
Before me, the undersioned, a No	otary Public in and for said County and State, personally
	personally known to me as the
President and the Corretory respective	ely, of the Board of School Trustees of the Elkhart
	diana, and acknowledged the execution of the foregoing
addendum to lease for and on behalf of sa	and school corporation.
WITNESS my hand and notarial	seal this, 20
WITHESS my mand and notarial s	scar tills, 20
	Written Signature
	Written Signature
	Printed Signature
	Filmed Signature
	NOTARY PUBLIC
	NOTART PUBLIC
My Commission Evnings	My County of Decidence is
My Commission Expires:	My County of Residence is:

STATE OF INDIANA)) SS:		
COUNTY OF ELKHART) 33.		
Before me, the undersigned appeared the President and the Secretary, Corporation, and acknowledged the behalf of said corporation.	and respectively, of the	, personally knee Elkhart Community	nown to me to be School Building
WITNESS my hand and no	tarial seal this	day of	, 20
	Writte	en Signature	
	Printe	d Signature	
	NOTA	ARY PUBLIC	
My Commission Expires:	My Co	ounty of Residence is:	
I affirm under the penalties Social Security Number in this doc			to redact each
	Jeffery	Jew Muy J. Qualkinbush	Mubul

This instrument prepared by Jeffery J. Qualkinbush, Esquire, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204.

INDS01 JJQ 1465099v1

Elkhart Community Schools

Proposed School Fundraising Activities July 22, 2014 Meeting of Board of School Trustees

		Date(s) of	
School/Organization	Fundraising Activity Description/Purpose	Activity	Sponsor(s)
West Side	5K Walk/Run and Car Show proceeds will go to Riley Children's Hospital	, ,	Heather Kidder, Sarah Whitmer

ADMINISTRATIVE AND SUPERVISORY ORGANIZATION ELKHART COMMUNITY SCHOOLS Elkhart, Indiana

Supervisor of Curriculum & Instruction Supervisor of Federal **Programs** Assistant Superintendent for Supervisor of High Ability Instruction **Director of Grant Development and Pre-K Services Director of Elementary Instruction Director of Secondary Instruction** Director of Building Services **Director of Business** Assistant Operations Superintendent for Business/ Director of Executive Assistant Director of Transportation/ Transportation Director of School Security Support Services **Director of School** Safety and Security **Director of Food Services** Supervisor of Accounting, Audits, & Investments Board of Superintendent Director of Special Supervisors, School of Schools Education/Assistant Student Trustees Director of Student Services/Special Director Services Education of Supervisor of Student Student Services/Attendance Officer Services **Director of Community** Education **Executive Director of** Director of Talent Recruitment and Personnel and Legal Management Services Sr. Director of Communication and Data Sr. Director of Technology Director of Elkhart Area **Executive Director of Principal Career Center** Career and Alumni **Career Center Career** and Technical Education Success Assistant Principals, Athletic Directors, Assistant Athletic **Building Principals** Directors



Memorandum of Understanding Early College High School

Elkhart Memorial High School Elkhart Central High School Elkhart Area Career Center

Ivy Tech Community College-North Central And Elkhart Community Schools

Ivy Tech Community College-North Central (herein called the "College") and Elkhart Community Schools (herein called the "School District") enter the following contract and for the terms of which WITNESS THE FOLLOWING:

WHEREAS the parties to this Memorandum of Understanding (herein called the "MOU") desire to establish an Early College High School, serving grades 9-12, and provide concurrent enrollment for academic dual credit college courses for high school students for whom a smooth transition into post-secondary education is now problematic; and

WHEREAS Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work, improve academic performances and self-concept, and increase high school and college/university completion rates; and

WHEREAS the College is committed to increasing the educational attainment of Indiana's citizens and expanding partnerships with high schools to ensure that education is provided in a seamless continuum;

NOW THEREFORE, the parties to this MOU mutually agree as follows:

1. **GOVERNANCE:** The Early College High School established under this agreement will be governed by the School District and subject to district, state, and federal policies and requirements. The College will appoint a representative(s) to work with the School District, and other partners regarding Early College matters.

- 2. **PROVISIONS OF COURSES:** The College will give credit to eligible and enrolled students upon the successful completion of courses as agreed by the College. In support of this project the College has agreed to the following:
 - a. Courses shall be implemented and monitored in accordance with established Ivy Tech Community College policies and procedures for high school-based dual credit courses.
 - b. Courses offered through the College include the opportunity to participate in the Faculty-On-Loan Program, subject to approval by the College. High School Principals may, subject to the approval of the School District Director of Career and Technical Education, submit requests to the College to participate in the Faculty-On-Loan Program. Additional details can be obtained through the College's Early College Programs Office.
- 3. COURSE COMPLIANCE: The College is responsible for assigning the respective program chairs and/or designated faculty, who teach in the discipline, to oversee the implementation of the College dual credit courses in the high schools and to ensure that course objectives and standards are understood, that course guidelines are followed, and that the same standards of expectation and assessment are applied in all venues where the College offers courses. The College will monitor the quality of instruction in order to assure compliance with the standards established by Ivy Tech Community College, the State of Indiana, and the National Alliance of Concurrent Enrollment Partnerships (NACEP).
- 4. INSTRUCTORS: All dual credit instructors must meet the College's faculty credential requirements as set forth in the College's Academic Support and Operations Manual (ASOM). This does not include courses on the Priority Dual Credit Liberal Arts list.
- 5. **SUPPORT:** The College is aware that students enrolled in Early College will need additional support throughout the program in order to be successful. Therefore, in consultation with the School District, the College will coordinate a plan to address the following to aid student success:
 - a. Benchmarking/Acceleration
 - b. Tutoring/Supplemental Instruction
 - c. High School Faculty Support/Development
 - d. College & Career Readiness
 - e. Parent Support
 - f. Access to College Technology Resources, e.g. Blackboard, etc.
- 6. **FACILITIES:** Courses will be conducted at facilities provided by the School District, unless by agreement, it is in the best interest of the Early College Program for the College to host a course. In such case where a course is conducted on the College property, transportation will be the responsibility of the School District.
- 7. **TUITION AND FEES:** All students in the Early College Program are not charged tuition or fees for the high school-based dual credit courses listed in section 2a. of this MOU, regardless of their participation in other programs (21stCentury Scholars, Free and Reduced Lunch, etc.). Students enrolled in the Early College Program can take

additional Ivy Tech courses through the Ivy Tech's college-based dual credit program (subject to high school and college admission requirements). However, students will be responsible for tuition and fees for these additional courses, and will receive a billing statement from College for said tuition and fees. If the high school would like to participate in the College's Faculty-On-Loan Program listed in section 2b. of this MOU, then the high school will pursue with the College for the specific details.

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- 8. BOOKS AND SUPPLEMENTAL MATERIALS: College approved textbooks, syllabi, and course outlines, applicable to the courses when taught at the college campus or other instructional venues shall be used under the provisions of this agreement. All textbooks and supplemental materials required for classes, as determined by the College and its faculty will be the responsibility of the student unless materials traditionally used by the School District can be used in place of the textbooks and supplemental materials required for classes.
- 9. ENROLLMENT: In consultation with the School District, the College will establish an enrollment process for all students who are qualified and wish to enroll in dual credit courses. All students in the Early College Program must demonstrate college readiness through applicable PSAT/SAT/ACT or Accuplacer scores and/or participate in an Academic Skills Advancement as part of their coursework eligibility. Therefore, Ivy Tech will work with the high school to implement remedial coursework at the high school as an option for students who do not meet qualifying scores on Accuplacer. While the College will offer this as an option, it will be contingent upon what remedial courses the College offers at that particular time.
- 10. STUDENT CONFIDENTIALITY & RECORDS: All rules regarding the records of students taking courses for credit under this agreement shall comply with the College's Academic Support and Operations Manual (ASOM) and Student Affairs Policies and Procedures Manual.
- 11. INSTRUCTIONAL CALENDAR: For dual credit courses taken in the high school, the instructional calendar to be used is that of the participating School District.
- 12. **CONDUCT:** Early College High School students are required to adhere to College regulations regarding facilities and equipment usage, and College and School District codes of conduct, subject to appropriate action taken by the School District and College.
- 13. **SAFETY:** If any high school student, instructor, or administrator should experience an accident or sudden illness while on the premises of the College, the response to such incidents will be based upon operating College regulations, guidelines, and procedures.
- 14. INDEMNIFICATION OF COLLEGE: To the extent authorized by law, in consideration of the performance by both parties of this agreement, each party does hereby agree to indemnify and hold harmless all agents, servants, and employees of the other party from and against any and all claims, debts, from either (1) claimed or actual defects in premises owned or controlled by the other party and used in the performance of this agreement; or (2) any acts or omissions of the other party, its agents, servants, or employees, in the performance of this MOU controlled by the School District and used in the performance of this agreement; (2) any acts or omissions of the School District, its agents, servants, or employees in the performance of this MOU.

15. RENEWAL AND TERMINATION OF AGREEMENT: This MOU may be amended by mutual written agreement of both parties. The MOU will be in force for two (2) years following signing and is renewable based on the consent of the signatory parties. The College and School District reserve the right to terminate this MOU upon service of written notices to the other party 90 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester during which the 90-day period expires.

16. APPROVALS:

Chancellor Date Ivy Tech Community College-North Central Vice Chancellor of Academic Affairs Date Ivy Tech Community College-North Central	Superintendent Date Elkhart Community Schools Principal Date Elkhart Central High School Principal Date Elkhart Memorial High School Date Elkhart Memorial High School Principal Date Elkhart Area Career Center
Approved by Board of School Trustees on: President	Secretary

OVERNIGHT TRIP REQUEST

School:	Elkhart Central
Class/Group:	Cheerleading
Number of Students:	26
Date/Time Departing:	7/24/2014 - Marning
Date/Time Returning:	7/27/2014 - Afternoon
Destination:	Ball 5tate University Muncie IN
Overnight Facility:	
Mode of Transportation:	2 White Central Buses
Reason for Trip:	To gain skills and safety
	information from the Universel
	Cheerleading Association Cheer
	camp.
Names of Chaperones:	Haley Warstler
	Kaesha Taylor
Cost per Student:	331.00
Describe Plans for Raising Funds or Funding Source:	Athletes are responsible for payme
Plans to Defray Costs for Needy Students:	Use of Cheer Clinic Funds
Are Needy Students Made Aware of Plans?	yes!
Signature of Teacher/Sponsor:	Haley Warstler
Signature of Principal:	Killy Berliede Date: 7/14
	\ ****
Send to Assistant	Superintendent for Instruction for approval and for submission to the
Approval of Assistant Supe	Board of School Trustees. rintendent: Date: 7/10/14
Approved by Board:	(All exernight tring require prior approval by Board Policy IICA.)

ELKHART COMMUNITY SCHOOLS OVERNIGHT TRIP REQUEST

School:	Elkhart Community
Class/Group:	ElkLogics Robotic Team
Number of Students:	15
Date/Time Departing:	5:00 am July 18,2014
Date/Time Returning:	9:30 pm July 19,2014
Destination:	Lauvence North H.S Indianapolis TN.
Overnight Facility:	Comfort Inn, Nobles ville, IN.
Mode of Transportation:	Mini-bus - Central H.S.
Reason for Trip:	Participating in Indiana Robotics Involution
	competation. This is the first time Elklogic
	will be participating against 70 other team
Names of Chaperones:	Dennis Gable, Ted Elli, Brent Saper,
	Brian Bochler, Tama Saper (Brent's wife)
Cost per Student:	#25,00 for lodging - Meals provided by Elk Logics
Describe Plans for Raising Funds or Funding Source:	Grants and donations
Plans to Defray Costs for Needy Students:	Grant From Elkhogic vill be available
Are Needy Students Made Aware of Plans?	Yes
Signature of Teacher/Sponsor:	Dening Salule
Signature of Principal:	Kally Buherde Date: 7/7/14

Send to Assistant S	superintendent for Instruction for approval and for submission to the Board of School Trustees.
Approval of Assistant Super	7/10/1
Approved by Board:	(All overnight trips require prior approval by Board Policy IICA.)

ELKHART COMMUNITY SCHOOLS

Elkhart, Indiana

DATE:

July 16, 2014

TO:

Dr. Robert Haworth, Superintendent

FROM:

Dr. John Hill July . Hill

RE:

Conference Leave Requests

July 22, 2014 - Board of School Trustees Meeting

The following requests for excused absences are recommended for approval:

2014 - 2015 CONFERENCES	EXPENSES	SUBSTITUTE
STRATEGIES FOR SUCCESS WITH ENGLISH LEARNERS: A TOOLKIT FOR TEACHERS Virginia Rojas, the author of "Strategies for Success with English Learners", will share practical, hands-on activities proven to support English learners academically in the classroom as well as demonstrate how English learners can attain language proficiency and academic achievement simultaneously. Indianapolis, IN July 29, 2014 (1 day's absence) BETH WILLIAMS - ESC (1-1)	\$283.00	\$0.00
NEW SCHOOL NURSE ORIENTATION WORKSHOP	\$332.40	\$0.00
This workshop will provide up-to-date information regarding the roles and responsibilities of a school nurse; federal and state laws; how to write individual health plans; and how to manage chronic diseases. Fishers, IN July 29 - 30, 2014 (0 day's absence) LAURA MILLER - EASTWOOD (0-0)		
TOTAL	\$615.40	\$0.00
2014 YEAR-TO-DATE GENERAL FUNDS	\$15,427.36	\$2,585.00
2015 YEAR-TO-DATE GENERAL FUNDS	\$0.00	\$0.00
2014 YEAR-TO-DATE OTHER FUNDS	\$91,925.85	\$7,905.00
2014 YEAR-TO-DATE ADJUSTMENTS	(\$2,213.00)	\$0.00
2015 YEAR-TO-DATE OTHER FUNDS	\$2,687.20	\$0.00
2015 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
GRAND TOTAL	\$107,827.41	\$10,490.00

(Figures in parentheses are the number of conferences & the number of absence days previously approved for the current school yr.)



Date: July 22, 2014
To: Dr. Robert Haworth
From: Mr. W. Douglas Thorne
Subject: Personnel Recommendations

Certified

a. **Consent Agreement** – We recommend the approval of a consent agreements regarding unpaid time.

b. **New Certified Staff** – We recommend the following new certified staff for employment in the 2014-15 school year:

Jeremy Bechtel Woodland/Grade 1

Megan Farison Memorial/Music

Jamie Krempec Eastwood/Grade 5

Ryan Leniski Pinewood/Grade 4

Ivette Sifuentes Beck/Grade 3

Jeffery VanLue Pierre Moran/Science

Paige Walters Beck/Speech Pathologist

c. **Resignation** – We report the resignation of the following employees:

Kristina ClossonBegan: 8/18/03

Beck/Intervention
Resign: 6/07/14

Heather IrvinBegan: 8/20/01

Hawthorne/Grade 4
Resign: 7/28/14

Kathryn LandinBegan: 8/16/10

Pierre Moran/Art
Resign: 7/16/14

Amy Marshall Monger/Special Education

Began: 8/13/12 Resign: 6/7/14

Matthew McQueen ETHOS/STEAM Resource

Began: 8/22/05 Resign: 6/7/14

d. **Parental Leave** – We recommend the approval of a parental leave for the following employee:

Kyle Worden Pierre Moran/Science

Begin: 8/13/14 End: 6/5/15

e. **Retirement** – We report the retirement of the following employee effective July 1, 2014:

Phyllis Herczeg Pinewood/Grade 5 PEP 39 Years of Service

Classified

a. Resignation – We report the resignation of the following classified employee:

Emily Timmins EACC/Paraprofessional

Began: 1/9/12 Resign: 6/6/14