

AGENDA FOR  
BOARD OF SCHOOL TRUSTEES  
REGULAR MEETING

Elkhart Community Schools  
Elkhart, Indiana

April 10, 2018

CALENDAR

Apr	10	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
Apr	10	immediately following	Executive Session, J.C. Rice Educational Services Center
Apr	10	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Apr	17	7:00 a.m.	Public Work Session, J.C. Rice Educational Services Center
Apr	24	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
Apr	24	immediately following	Executive Session, J.C. Rice Educational Services Center
Apr	24	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Apr	24	immediately following	Executive Session, J.C. Rice Educational Services Center

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- A. CALL TO ORDER/PLEDGE
- B. THE ELKHART PROMISE
- C. INVITATION TO SPEAK PROTOCOL
- D. SUPERINTENDENT'S STUDENT ADVISORY COUNCIL REPRESENTATIVES  
Memorial High School  
Central High School
- E. GIFT ACCEPTANCE - The administration recommends Board acceptance with appreciation of recent donations made to Elkhart Community Schools.
- F. STUDENT RECOGNITION:  
Memorial Basketball Team
- G. MINUTES  
March 27, 2018 – Public Work Session  
March 27, 2018 – Regular Board Meeting
- H. 2018 ELKHART AREA CAREER CENTER ANNEX BUILDING PROJECT  
Hearing on the Lease, 1028 Matters and Additional Appropriations

Lease – The Business Office recommends Board approval of a Lease between Elkhart Schools Building Corporation and Elkhart Community Schools with regard to the 2018 Elkhart Area Career Center Annex Building Project.

Resolution Confirming Lease - The Business Office recommends Board adoption of a Resolution Confirming the Lease between Elkhart Schools Building Corporation and Elkhart Community Schools with regard to the 2018 Elkhart Area Career Center Annex Building Project.

Resolution Approving Appropriation - The Business Office recommends Board adoption of an Appropriation Resolution for use of bond proceeds for building improvements at the 2018 Elkhart Area Career Center Annex Building Project.

I. 2018 EDUCATIONAL SERVICES CENTER RENOVATION/EXPANSION PROJECT

Hearing on the Amendment to Lease, 1028 Matters and Additional Appropriations

Amendment to Lease - The Business Office recommends Board approval of the Third Amendment to a lease between Elkhart Schools Building Corporation and Elkhart Community Schools with regard to the 2018 Educational Services Center Renovation/Expansion Project.

Resolution Confirming Amendment to Lease - The Business Office recommends Board adoption of a Resolution Confirming the Third Amendment to Lease between Elkhart Schools Building Corporation and Elkhart Community Schools with regard to the 2018 Educational Services Center Renovation/Expansion Project.

Resolution Approving Appropriation - The Business Office recommends Board adoption of an Appropriation Resolution for use of bond proceeds for building improvements at the 2018 Educational Services Center Renovation/Expansion Project.

J. 2018 HIGH SCHOOL RENOVATION PROJECT

Hearing on the Amendment to Lease and Additional Appropriations

Amendment to Lease - The Business Office recommends Board approval of the Third Amendment to a lease between Elkhart Schools Building Corporation and Elkhart Community Schools with regard to the 2018 High School Renovation Project.

Resolution Confirming Amendment to Lease - The Business Office recommends Board adoption of a Resolution Confirming the Third Amendment to Lease between Elkhart Schools Building Corporation and Elkhart Community Schools with regard to the 2018 High School Renovation Project.

Resolution Approving Appropriation - The Business Office recommends Board adoption of an Appropriation Resolution for use of bond proceeds for building improvements with regard to the 2018 High School Renovation Project.

K. TREASURER'S REPORT

Consideration of Claims

Extra-Curricular Purchase Requests - The Business Office seeks Board approval of extra-curricular purchase requests.

Fundraisers - The Business Office recommends Board approval of proposed school fundraisers in accordance with Board Policy.

L. NEW BUSINESS

Board Policy 5111 – Determination of Legal Settlement – The administration presents Board Policy 5111 – Determination for Legal Settlement, for initial consideration.

Board Policy 5120 – Assignment of Students to Schools and Programs Within the School District – The administration presents Board Policy 5120 – Assignment of Students to Schools and Programs Within the School District, for initial consideration.

Administrative Regulation JECBB – Assignment of Student to Schools, Classes, Grades, and Programs Within the School Corporation. The administration presents Administrative Regulation JECBB – Assignment of Student to Schools, Classes, Grades, and Programs Within the School Corporation, for initial review.

New Course Offering – The administration presents a new proposed course offering for Board review.

Grants – The administration seeks Board approval for the submission of grants as recommended by the administration.

Overnight Trip Requests - The administration seeks Board approval of overnight trip requests.

M. PERSONNEL

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

Certified and Classified Staff - See the report and recommendations of the administration.

N. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

O. ADJOURNMENT













**ELKHART MEMORIAL HIGH SCHOOL**

2608 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5600



**ELKHART COMMUNITY SCHOOLS**

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: March 26, 2018

TO: Dr. Rob Haworth  
Board of School Trustees

FROM: Jacquie Rost, Athletic Director

RE: Donation Approval

We are in receipt of an extracurricular donation in the amount of \$500.00 for the girls/boys track team. This donation will go towards the purchase of team sweats, team shirts, shoes, equipment, and other miscellaneous costs associated with this program.

I am requesting approval from the Board of School Trustees to accept this donation and that an appropriate letter of acknowledgement and appreciation is sent to:

T. Edwin Scott & Associates  
30564 Raintree Drive  
Granger, IN 46630



**ELKHART MEMORIAL HIGH SCHOOL**

2608 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5600



**ELKHART COMMUNITY SCHOOLS**

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: March 27, 2018

TO: Dr. Rob Haworth  
Board of School Trustees

FROM: Jacquie Rost, Athletic Director

RE: Donation Approval

We are in receipt of an extracurricular donation in the amount of \$500.00 for the girls/boys track team. This donation will go towards the purchase of team sweats, team shirts, shoes, equipment, and other miscellaneous costs associated with this program.

I am requesting approval from the Board of School Trustees to accept this donation and that an appropriate letter of acknowledgement and appreciation is sent to:

The Sarah Crane Foundation  
54921 David Drive  
Elkhart, IN 46514

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

Elkhart Community Schools  
Elkhart, Indiana  
March 27, 2018

ETHOS Science Center, 1025 N. Michigan Street, Elkhart – at 5:30 p.m.

Place/Time

Board Members Present:	Karen S. Carter Douglas K. Weaver Jeri E. Stahr	Susan C. Daiber Rodney J. Dale Glenn L. Duncan Carolyn R. Morris
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Roll Call

ECS Personnel Present:	Dave Benak Tony England Tony Gianesi Rob Haworth	Dawn McGrath Kevin Scott Cheryl Waggoner
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The Board discussed agenda items for the regular Board meeting. Dave Benak, Director, Elkhart Area Career Center (EACC) provided requested follow up information on proposed new course offering, Mechatronics: Industrial Maintenance. Tony England, Assistant Superintendent of Student Services, presented a report on graduation rates. The Board was given a tour of the ETHOS facility.

Topics  
Discussed

The meeting adjourned at approximately 6:40 p.m.

Adjournment

APPROVED:

Signatures

\_\_\_\_\_  
Karen S. Carter, President

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Susan C. Daiber, Member

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Douglas K. Weaver, Vice President

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Rodney J. Dale, Member

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Jeri E. Stahr, Secretary

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Glenn L. Duncan, Member

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Carolyn R. Morris, Member

MINUTES  
OF THE REGULAR MEETING  
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools  
Elkhart, Indiana  
March 27, 2018

ETHOS Science Center, 1025 N. Michigan Street, Elkhart – at approximately 7:05 p.m.

Place/Time

Board Members Present: Karen S. Carter Susan C. Daiber  
Douglas K. Weaver Rodney J. Dale  
Jeri E. Stahr Glenn L. Duncan  
Carolyn R. Morris

Roll Call

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

Call to Order

Chief Financial Officer, Kevin Scott, recited the Elkhart Promise.

The Elkhart Promise

Mrs. Carter discussed the invitation to speak protocol.

Superintendent's Student Advisory Council (SSAC) representatives from both high schools introduced themselves: Shelby Buss, a junior from Memorial High School (MHS) and Jayson Zelaya, a junior from Central High School (CHS). Ms. Buss provided updates on the following activities: Prom will be at the Crystal Ballroom this year with a buffet included in the cost; SSAC will be hosting 8<sup>th</sup> graders from North Side and West Side for a showcase on May 21<sup>st</sup> and is working on a literacy project at Woodland; Spring sports are underway and the first ever Elkhart lacrosse team played last week; the robotics team is headed to state for the very first time; and student government has been helping with clean up of flood damaged homes, they will also be going on a field trip to Chicago soon. Mr. Zelaya reported the BlazeLine was unable to participate in the State preliminary competition due to weather. The BlazeLine will give a community performance at Central tomorrow night. SSAC will be hosting students from Pierre Moran and North Side at BlazerFest on the 29<sup>th</sup>. Spring sports have begun; the National Honor Society held a very successful blood drive last Friday; and the Robotics team is going to State.

SSAC Representative

By unanimous action, the Board accepted with appreciation the following donations made to Elkhart Community Schools (ECS): in-kind donation from AlphaGraphics including design/layout time for the Culture Series: Different Together book with written and artwork contributions from students and community members. (valued at \$315); and three donations of gift cards to Beardsley Elementary to assist families affected by the recent floods: \$500 from First Presbyterian Church; \$1,000 from the Elks Club, and \$100 from Walmart.

Gift Acceptance

Rod Roberson, director of co-curricular programming, introduced the following groups of students being recognized:

Student  
Recognitions

Elizabeth Sokolowski, art teacher at Central, introduced Karen Harter and Sarah Bailey, whose works are currently on display at the Midwest Museum of Art. Ms. Harter and Ms. Bailey along with Jose Cortez were speakers at a presentation at the museum last Thursday.

John Taylor, science teacher at Memorial, introduced Regional Science Fair winners from Memorial: Aaron Russell, Abdessamed Boussaha, Alek Wujcikowski, Duncan Learman, Sydney Grahovac, and Yoshio Ascencio. Mr. Roberson introduced and congratulated the following Elkhart Science Fair and Regional Science Fair winners: Riverview student, Brennon Whickcar; Eastwood students: Rylee Herron and Alex Germain; Pinewood students: Chloe Conley, Jack Watson, Myles Sanford, Aangee Mehta, Kaitlynn Ramirez-Campbell, Lillian Lutes, Jack Gorski, and Chris Christensen.

By unanimous action, the Board approved the following minutes:  
March 13, 2018 – Public Work Session  
March 13, 2018 – Regular Board Meeting  
March 20, 2018 – Public Work Session

Approval of  
Minutes

By unanimous action, the Board approved payment of claims totaling \$3,387,739.94 as shown on the March 27, 2018, claims listing. (Codified File 1718-115)

Payment of  
Claims

The Board received a financial report for the period January 1 – February 28, 2018.

Financial  
Report

By unanimous action, the Board approved the purchase of 20 new busses through the State Bid List purchasing program. (Codified File 1718-116)

Bus Purchase

By unanimous action, the Board approved the purchase of tickets to the Willis Tower Skydeck in Chicago for MHS orchestra students during their trip to hear the Chicago Symphony Orchestra in the amount of \$636.

Extra-  
Curricular  
Purchase  
Request

By unanimous action, the Board approved proposed school fundraisers in accordance with Board policy. The funds raised through the listed activities are deposited into each school's extra-curricular fund. (Codified File 1718-117)

Fundraisers

Mr. Scott provided the monthly insurance update. Mr. Scott stated it had been an unusually good month and ahead of last year.

Insurance  
Update

By unanimous action, the Board approved proposed revisions to Board Policy 5340.01 – Student Concussions and Sudden Cardiac Arrest, for initial consideration, as initially presented at the March 13 <sup>th</sup> regular meeting. In response to a previous request, the Board was provided a comprehensive list of defibrillators and their locations.	Board Policy 5340.01
By unanimous action, the Board approved proposed revisions to Board Policy 8455 – Coach Training, as initially presented at the March 13 <sup>th</sup> regular meeting.	Board Policy 8455
By unanimous action, the Board approved the submission of a 2018 CTE Summer Expansion Grant from the Indiana Department of Education for \$35,000 from the Elkhart Area Career Center (EACC). (Codified File 1718-118)	Grant
By unanimous action, the Board approved conference leave requests in accordance with Board policy for staff members as recommended by the administration on the March 27, 2018 listings. (Codified File 1718-119)	Conference Leaves
By unanimous action, the Board approved the following personnel recommendations of the administration:	Personnel Report
Consent agreement regarding unpaid time for a certified staff member. (Codified Files 1718-120)	Agreement
Agreement regarding compensation benefits for a certified staff member. (Codified Files 1718-121)	Agreement
Administrative appointment of Jason Inman, director of technology, effective April 16, 2018.	Administrative Appointment
Retirement of the following three (3) certified staff members at the end of the 2017-2018 school year, with years of service in parenthesis: Stephen Greenlee – physical education at West Side, (22) Lynda Ramsey – special education at North Side, (29) William Ramsey – social studies at North Side, (34)	Certified Retirement
Resignation of the following three (3) certified staff members effective the end of the 2017-2018 school year: Emily Guzman - mathematics at Central Scott McAninch - world language at Central Sarah Miller - language arts at North Side	Certified Resignation
Parental leave for the following three (3) certified staff members for the 2018-2019 school year: Kaleigh Estrup - grade 1 at Riverview Lisa Haeck - special education at Roosevelt Jamie Haradine - grade 4 at Pinewood	Certified Leave

Professional leave for certified staff member, Susan Fritschi, grades 1 and 2 at Feeser, beginning 8/14/18 and ending 6/5/19.	Certified Leave
Personal leave for the following three (3) certified staff members for the 2018-2019 school year: Julie DeWit - kindergarten at Pinewood Emma Dugger - kindergarten at Pinewood Douglas Hunnings - grade 4 at Riverview	Certified Leave
Medical leave for certified staff member, Amy Miller, special education at Roosevelt, beginning 8/14/18 and ending 6/5/19.	Certified Leave
Change to maternity leave for certified staff member, Kaitlin Putt, speech pathologist at Bristol, beginning 4/9/18 and ending 4/20/18.	Certified Leave
Employment of the following six (6) classified employees who have successfully completed their probationary period on dates indicated: Jason Billings - tech support I at Tech Services, 3/19/18 Sierra Coulahan - paraprofessional at Daly, 3/27/18 Laurie Crawford - secretary at Memorial, 3/26/18 Timothy Gallagher II - bus driver at Transportation, 3/15/18 Natasha Gawthrop - paraprofessional at Beck, 3/14/18 Denise Kulp - secretary at Memorial, 3/26/18	Classified Employment
Retirement of the following three (3) classified employees effective on the dates indicated, with years of service in parenthesis: Cherie Books - paraprofessional at Memorial, 6/8/18, (28) Deborah Shoup - supervisor of accounting audits/inventory, 6/30/18, (10) Sheryl Torok -paraprofessional at Daly, 4/16/18, (25)	Classified Retirement
Resignation of the following six (6) classified employees effective on the dates indicated: Dionne Acker - food service at Memorial, 2/28/18 Kimberly Allen - bus driver at Transportation, 3/13/18 Miranda Doolittle - food service at Central, 3/29/18 Jerry Fuller - misc. food truck driver at Commissary, 6/7/18 Clarence Gregg - paraprofessional at EACC, 3/9/18 Jennifer Perrin - misc. route driver coordinator at Transportation, 3/23/18	Classified Resignation
Medical leave for classified employee, Cordelia Brown, food service at Central, beginning 1/29/18 and ending 6/8/18.	Classified Leave

Unpaid leave for the following classified employees on dates indicated:

Cristal Chanon - paraprofessional at Monger, beginning 10/31/18 and ending 11/20/18

Ana Rosa Garcia - bus driver at Transportation, beginning 3/26/18 and ending 6/8/18

Termination of classified employee Janet Barnes, food service at Bristol, in accordance with Board Policy 3139.01s a, b, c, d, e effective 3/27/18.

Audience member, Albert White, spoke regarding the Elkhart BUCKS (Believe - Unite - Character - Knowledge - Success). Mr. White, with the support of individuals and other agencies, has created a youth basketball program. In order to participate, each student must carry a C average or receive tutoring. The program has grown to 21 children since its inception in November. Mr. White introduced the four players he brought to the meeting with him.

The meeting adjourned at approximately 7:45 p.m.

APPROVED:

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Karen S. Carter, President

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Douglas K. Weaver, Vice President

\_\_\_\_\_  
Jeri E. Stahr, Secretary

\_\_\_\_\_  
Susan C. Daiber, Member

\_\_\_\_\_  
Rodney J. Dale, Member

\_\_\_\_\_  
Glenn L. Duncan, Member

\_\_\_\_\_  
Carolyn R. Morris, Member

Classified  
Leave

Classified  
Termination

From the  
Audience

Adjournment

Signatures

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LEASE

by and between

ELKHART COMMUNITY SCHOOL BUILDING CORPORATION

and

ELKHART COMMUNITY SCHOOLS,  
ELKHART COUNTY, INDIANA

Dated as of April 10, 2018

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## LEASE

THIS LEASE (this "Lease"), entered into as of this 10<sup>th</sup> day of April, 2018, 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.

(a) (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 attached hereto and made a part hereof (the "Career Center Annex Real Estate"), and all of the facilities to be located thereon including the additional career center building or buildings to be constructed thereon (collectively, the "Career Center Annex") by the Lessor according to plans and specifications (the "Plans and Specifications") prepared for the Lessor and the Lessee by an architect to be selected by the Lessee (such construction of the Career Center Annex, the "Improvements"), and (B) certain real estate in Elkhart County, Indiana, described in Exhibit A-2 attached hereto and made a part hereof (the "Existing Trades and Cold Storage Buildings Real Estate") and all of the facilities currently located thereon including the existing Building Trades Building, the existing Auto Trades Building and the existing Cold Storage Building (collectively, the "Existing Trades and Cold Storage Buildings"), and the furnishings, equipment and appurtenances to such buildings (such real estate, buildings and 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-two (22) years, beginning on the date all or any portion of the Premises are acquired by the Lessor from the Lessee, and ending on the day prior to such date twenty-two (22) years thereafter. Notwithstanding the foregoing, (A) on the date that is two (2) years after the Lessor's acquisition of the Premises, the Existing Trades and Cold Storage Buildings and the Existing Trades and Cold Storage Buildings Real Estate, shall be released from the lien of this Lease and on and after such date, the only Premises subject to this Lease shall be the Career Center Annex Real Estate described in Exhibit A-1 and all of the Improvements located thereon and (B) upon the sale of the Bonds (as hereinafter defined) Exhibit A-1, and /or Exhibit A-2 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 shall 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.

(a) The Lessee agrees to pay rental for the Premises in an annual amount not to exceed Four Hundred Fifty-Eight Thousand Dollars (\$458,000), 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 Premises, 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 rental installment shall be paid in semi-annual installments on June 30 and December 31 of each year commencing no earlier than June 30 in the year immediately following the year in which the Lease or any addendum is recorded by the Lessor and Lessee and ending no later than twenty (20) years thereafter. 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 acquisition of the Premises and 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.

3. 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").

4. DAMAGE TO PREMISES; ABATEMENT OF RENT. 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.

6. INSURANCE. The Lessee, at its own expense, shall, during the term of this 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 self-insurance 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. ASSIGNMENT AND SUBLETTING. 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. TAX COVENANTS. 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. OPTION TO PURCHASE.

(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 or 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. OPTION TO RENEW. 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. NOTICES. 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. SUCCESSORS OR ASSIGNS. 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. SEVERABILITY. 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. TABLE OF CONTENTS; CAPTIONS. 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. CONSTRUCTION OF COVENANTS. 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. AMENDMENT OF LEASE. The Lessor may unilaterally amend Exhibit A-1 or Exhibit A-2 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: \_\_\_\_\_  
Karen S. Carter, President of the Board  
of School Trustees

ATTEST:

\_\_\_\_\_  
Jeri E. Stahr, 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                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Karen S. Carter and Jeri E. Stahr, 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 lease for and on behalf of said school corporation.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Written Signature

\_\_\_\_\_  
Printed Signature

NOTARY PUBLIC

My Commission Expires:

My County of Residence is:

\_\_\_\_\_

\_\_\_\_\_

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF ELKHART                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William G. Cork and Dr. John Hutchings, personally known to me to be the President and the Secretary, respectively, of the Elkhart Community School Building Corporation, and acknowledged the execution of the foregoing lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Written Signature

\_\_\_\_\_  
Printed Signature

NOTARY PUBLIC

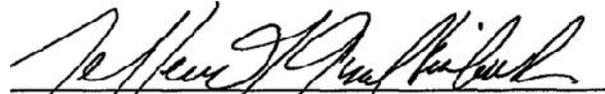
My Commission Expires:

My County of Residence is:

\_\_\_\_\_

\_\_\_\_\_

**I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.**

  
\_\_\_\_\_  
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 Property for the Elkhart Area Career Center Annex

That portion of the real estate generally located at the southeast corner of the intersection of County Road 10 West and Whitmer Court in Elkhart, Indiana, and upon which the new Elkhart Area Career Center Annex and related improvements will be located, and which will be more particularly described in the legal description to be prepared and provided to the Lessor and the Lessee prior to recording this Lease and will replace this more general description at such time.

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

Legal Description for Property for the Existing Trades and Cold Storage Buildings

That portion of the real estate generally located at 28330 CR 10 West, Elkhart, Indiana, 46514, and upon which the existing Elkhart Building Trades Building, the existing Auto Trades Building, the existing Cold Storage Building and related improvements is, or will be, located, and which will be more particularly described in the legal description to be prepared and provided to the Lessor and the Lessee prior to recording this Lease and will replace this more general description at such time.

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 this \_\_\_\_day 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 April 10, 2018 (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 Appendix I 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: \_\_\_\_\_  
Karen S. Carter, President of the Board of  
School Trustees

ATTEST:

\_\_\_\_\_  
Jeri E. Stahr, 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                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Karen S. Carter and Jeri E. Stahr, 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\_\_.

\_\_\_\_\_  
Written Signature

\_\_\_\_\_  
Printed Signature

NOTARY PUBLIC

My Commission Expires:

My County of Residence is:

\_\_\_\_\_

\_\_\_\_\_

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF ELKHART                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William G. Cork and Dr. John Hutchings, personally known to me to be the President and the Secretary, respectively, of the Elkhart Community School Building Corporation, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Written Signature

\_\_\_\_\_  
Printed Signature

NOTARY PUBLIC

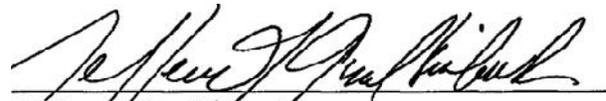
My Commission Expires:

My County of Residence is:

\_\_\_\_\_

\_\_\_\_\_

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

  
Jeffery J. Qualkinbush

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

Schedule I to Addendum to Lease

Rental Schedule

The Rental Schedule is set forth on the immediately following page.

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 this \_\_\_\_day 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 April 10, 2018 (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**

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: \_\_\_\_\_  
William G. Cork, President

ATTEST:

\_\_\_\_\_  
Dr. John Hutchings, Secretary/Treasurer

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\_\_.

\_\_\_\_\_  
Written Signature

\_\_\_\_\_  
Printed Signature

NOTARY PUBLIC

My Commission Expires:

My County of Residence is:

\_\_\_\_\_

\_\_\_\_\_

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF ELKHART                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William G. Cork and Dr. John Hutchings, personally known to me to be the President and the Secretary, respectively, of the Elkhart Community School Building Corporation, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Written Signature

\_\_\_\_\_  
Printed Signature

NOTARY PUBLIC

My Commission Expires:

My County of Residence is:

\_\_\_\_\_

\_\_\_\_\_

**I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.**

  
\_\_\_\_\_  
Jeffery J. Qualkinbush

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

**RESOLUTION OF THE BOARD OF SCHOOL TRUSTEES OF THE ELKHART  
COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, CONFIRMING LEASE  
AND TAKING OTHER ACTIONS**

WHEREAS, on March 5, 2018, the Board of School Trustees of the School Corporation (the "Board") of the Elkhart Community Schools, Elkhart County, Indiana (the "School Corporation"), adopted a resolution giving consideration to the 2018 Elkhart Area Career Center Annex Building Project, as defined and described in the resolution adopted by the Board on March 5, 2018; and

WHEREAS, the Board has previously examined and approved a form of lease and related addenda (collectively, the "Lease") by and between the Elkhart Community School Building Corporation (the "Building Corporation"), as lessor, and the School Corporation, as lessee, for the lease of all or any portion of any of the existing Building Trades Building, the existing Auto Trades Building and the existing Cold Storage Building, the respective real property upon which all such improvements are, or will be located, the land upon which one or more new career center buildings will be constructed, all of which will be conveyed to the Building Corporation, and upon completion such new career center buildings (collectively, the "Premises"); and

WHEREAS, pursuant to Indiana Code § 20-26-7-37, as amended, a public hearing must be held if the Board proposes to construct, repair or alter a school building at a cost of more than One Million Dollars (\$1,000,000) that would be financed by a lease agreement, issuing bonds, or any other available method; and

WHEREAS, pursuant to Indiana Code § 20-47-3-9, as amended, prior to the execution of a lease between a lessor corporation and a school corporation, a public hearing must be held giving all interested persons the right to be heard upon the necessity for the execution of such lease and whether the rental provided for therein be paid to the lessor corporation is a fair and reasonable rental for the proposed building; and

WHEREAS, notice of a public hearing (1) to explain the potential value of the 2018 Elkhart Area Career Center Annex Building Project to the School Corporation and the community, and (2) upon the form of the proposed Lease, was given by publication as required by law; and

WHEREAS, on the date hereof, a public hearing was conducted in accordance with Indiana Code §§ 20-26-7-37 and 20-47-3-9, each as amended, (1) to explain the potential value of the 2018 Elkhart Area Career Center Annex Building Project to the School Corporation and the community, and (2) regarding whether the execution of the Lease is necessary and whether the rentals in the Lease are fair and reasonable for the Premises; and

WHEREAS, interested people have been given the opportunity to present testimony and ask questions concerning the 2018 Elkhart Area Career Center Annex Building Project and the Lease; and

WHEREAS, the Board has considered the testimony and other evidence presented at the public hearing; and

WHEREAS, the Board, being duly advised, finds that it is in the best interests of the School Corporation and its citizens for the purpose of financing all or any portion of the 2018 Elkhart Area Career Center Annex Building Project to secure the acquisition of all or any portion of the Premises by the Building Corporation, and enter into the Lease with the Building Corporation, as lessor, for all or any portion of the Premises, in order to better serve the residents of the School Corporation, by allowing the Building Corporation to issue first mortgage bonds in one or more series, in an original aggregate principal amount not to exceed Five Million Dollars (\$5,000,000), to be designated as the Elkhart Community School Building Corporation First Mortgage Bonds, Series 2018B, to fund all or a portion of the costs of the 2018 Elkhart Area Career Center Annex Building Project (the “2018B Elkhart Area Career Center Annex Building Bonds”) with all of the 2018B Elkhart Area Career Center Annex Building Bonds to be sold pursuant to a public sale.

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

Section 1. Providing for the 2018 Elkhart Area Career Center Annex Building Project is in the public interest, and it is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and to assist it in fulfilling the requirements of all the agencies of the federal, state and local governments.

Section 2. The drawings, plans and specifications and estimates for all of the cost of the 2018 Elkhart Area Career Center Annex Building Project, including, but not limited to, all costs of acquisition and construction associated with the 2018 Elkhart Area Career Center Annex Building Project, provide for necessary facilities for the School Corporation and the same are hereby approved.

Section 3. The proposed Lease, as described in the notice of public hearing, be, and hereby is, confirmed in accordance with Indiana Code 20-47-3-10(b), and provides for a fair and reasonable rental of all or a portion of the Premises with a term not to exceed twenty-two (22) years commencing on the date the Lease with respect to such Premises is recorded by the School Corporation and the Building Corporation, with an annual lease rental not to exceed Four Hundred Fifty-Eight Thousand Dollars (\$458,000), payable in semi-annual installments, and further, the execution of the Lease is necessary and wise. If the maximum principal amount of the 2018B Elkhart Area Career Center Annex Building Bonds is issued, then the annual debt service fund tax rate is not anticipated to increase over the current debt service fund tax rate due to the decline in the debt service of the current outstanding obligations paid from the School Corporation’s debt service fund. The estimated completion date of the 2018B Elkhart Area Career Center Annex Building Project is estimated to be no later than August, 2019.

Section 4. The President of the Board is authorized and directed to initial and date a copy of the proposed Lease and to place the same in the record book immediately following the minutes of this meeting, and further, the Lease is hereby made a part of this Resolution as fully as if the same were set forth herein.

Section 5. Any officer of the Board is authorized and directed to execute the Lease, in the name and on behalf of the School Corporation, and the Secretary of the Board, or any other officer of the Board, is hereby authorized and directed to attest such execution of the Lease.

Section 6. The Secretary of the Board, or any other officer of the School Corporation, be, and hereby is, authorized and directed, on behalf of the School Corporation to publish notice of the execution of the Lease in accordance with Indiana Code §20-47-3-11(a).

Section 7. An annual tax levy shall be authorized in each year during the term of the Lease to provide the necessary funds with which to pay the annual lease rentals under the Lease.

Section 8. The issuance, sale and delivery by the Building Corporation of the 2018B Elkhart Area Career Center Annex Building Bonds, pursuant to the applicable laws of the State of Indiana, each with a maximum term not to exceed twenty (20) years, and in an aggregate original principal amount not to exceed \$5,000,000. The term and rate or rates for each series of the 2018B Elkhart Area Career Center Annex Building Bonds will be determined by a public sale.

Section 9. Upon the repayment or prepayment by the School Corporation of all of the outstanding principal amount of the 2018B Elkhart Area Career Center Annex Building Bonds, the School Corporation, as lessee, will accept from the Building Corporation title to the Premises, including any addition thereto, free and clear of any and all liens and encumbrances thereon except as otherwise permitted by the Lease.

Section 10. The Building Corporation may issue, sell and deliver the 2018B Elkhart Area Career Center Annex Building Bonds, pursuant to the applicable laws of the State of Indiana, may encumber any property acquired by it for the purpose of financing such facilities, and may enter into contracts for the sale of the 2018B Elkhart Area Career Center Annex Building Bonds and the 2018 Elkhart Area Career Center Annex Building Project.

Section 11. Any member of the Board or officer of the School Corporation be, and hereby is, authorized and directed to take any action and execute any documents, agreements and certificates as such member or officer deems necessary and desirable to effectuate the foregoing resolutions, and any such actions, documents, agreements and certificates heretofore taken or executed, including, but not limited to, publication of the notices of the public hearing on the Lease, be, and hereby are, ratified and approved. In addition, each of the Superintendent and the Chief Financial Officer, each as an Authorized Officer or Representative of the Building Corporation, may approve change orders prior to seeking formal approval of such change orders from the Board; provided, however, such change orders shall be subsequently presented to the Board for its approval.

Section 12. A Continuing Disclosure Contract, dated as of the date each series of the 2018B Elkhart Area Career Center Annex Building Bonds are issued (the "Undertaking"), executed by the School Corporation, substantially in the form to be approved by the President of the Board, be, and hereby is, ratified and approved.

If necessary, the President or any other officer of the Board, be, and hereby is, authorized and directed to execute and deliver the Undertaking, with such changes to the form thereof as

such officer deems necessary or advisable, in the name and on behalf of the School Corporation, and the Secretary or any other officer of the Board be, and hereby is, authorized and directed to attest such execution, and any such execution and delivery and any such attestation heretofore effected be, and hereby is, ratified and approved.

PASSED AND ADOPTED this 10<sup>th</sup> day of April, 2018.

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

AYE

NAY

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ATTEST:

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Secretary of the Board of Education

**APPROPRIATION RESOLUTION OF THE BOARD OF SCHOOL  
TRUSTEES OF THE ELKHART COMMUNITY SCHOOL  
CORPORATION, ELKHART COUNTY, INDIANA**

WHEREAS, the Elkhart Community School Corporation, Elkhart County, Indiana (the “School Corporation”), exists and operates under the provisions of Indiana Code 20-26-1, as amended from time to time (the “Act”); and

WHEREAS, the School Corporation, as lessee, has been authorized to enter into a lease (the “Lease”), with the Elkhart Community School Building Corporation (the “Building Corporation”), as lessor, in order to allow the Building Corporation to issue (1) first mortgage bonds in an original aggregate principal amount not to exceed Five Million Dollars (\$5,000,000) (the “2018B Elkhart Area Career Center Annex Building Bonds”) to fund all or any portion of the acquisition of all or a portion of the premises subject to the Lease in an amount not to exceed \$5,000,000 and (2) the use by the School Corporation of the proceeds it receives to pay for all or any portion of the 2018 Elkhart Area Career Center Annex Building Project, as defined in the resolution adopted by the Board of School Trustees of the School Corporation (the “Board”) on March 5, 2018; and

WHEREAS, the School Corporation intends to use all of the proceeds to pay for the costs of the 2018 Elkhart Area Career Center Annex Building Project and costs related thereto, including, but not limited to, the costs of issuing the 2018B Elkhart Area Career Center Annex Building Bonds; and

WHEREAS, the costs of the 2018 Elkhart Area Career Center Annex Building Project include, without limitation, all expenses necessarily incurred in connection with the proceedings, together with a sum sufficient to pay the costs of supervision and inspection during the period of the 2018 Elkhart Area Career Center Annex Building Project, all expenses of every kind actually incurred by the Building Corporation or the School Corporation preliminary to acquisition of certain property by the Building Corporation and the 2018 Elkhart Area Career Center Annex Building Project, such as costs of necessary records, engineering expenses, publication of notices, salaries and other expenses and the costs of land, rights-of-way and other property to be acquired for the 2018 Elkhart Area Career Center Annex Building Project; and

WHEREAS, the Board has found that there are not sufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of the portion of the 2018 Elkhart Area Career Center Annex Building Project and heretofore authorized the Building Corporation to issue the 2018B Elkhart Area Career Center Annex Building Bonds; and

WHEREAS, all or a portion of the proceeds of the 2018B Elkhart Area Career Center Annex Building Bonds will be paid to the School Corporation by the Building Corporation as the purchase price for the premises subject to the Lease; and

WHEREAS, notice of a hearing on said appropriation has been duly given by publication as required by law, and the hearing on said appropriation has been held, at which all taxpayers had an opportunity to appear and express their views as to such appropriations.

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

Section 1. There is hereby appropriated a sum not to exceed Five Million Dollars (\$5,000,000) out of the proceeds of the 2018B Elkhart Area Career Center Annex Building Bonds, together with all investment earnings thereon. The School Corporation shall use such funds for the purpose of paying for all or a portion of the costs of the 2018 Elkhart Area Career Center Annex Building Project.

Section 2. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the 2018 Elkhart Area Career Center Annex Building Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

Section 3. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the fiscal officer of the School Corporation, who shall report the appropriation to the State of Indiana Department of Local Government Finance.

Section 4. The President, Vice President, any other officer or member of the Board, the Superintendent of the School Corporation or the Chief Financial Officer of the School Corporation are hereby authorized to take any and all such actions and to execute all such instruments as are desirable to carry out the transactions contemplated by this resolution, in such forms as such officer or member executing the same shall deem proper, to be conclusively evidenced by the execution thereof and any and all actions previously taken, or documents previously executed, in connection with the transactions contemplated by this resolution, including but not limited to, publication of the notice of the public hearing held in connection with this appropriation, be, and hereby are, ratified and approved.

PASSED AND ADOPTED this 10<sup>th</sup> day of April, 2018.

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

AYE

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ATTEST:

\_\_\_\_\_  
Secretary of the Board of School Trustees

THIRD AMENDMENT TO LEASE

between

ELKHART COMMUNITY SCHOOL BUILDING CORPORATION,  
Lessor

and

ELKHART COMMUNITY SCHOOLS,  
ELKHART COUNTY, INDIANA,  
Lessee

Dated as of April 10, 2018

Cross Reference: Cross Reference: This instrument supplements and amends the Lease, dated as of February 24, 1998, recorded in the office of the recorder of Elkhart County, Indiana, October 21, 2003, as Instrument No. 2003-44987, as supplemented and amended by the Addendum to Lease, dated as of May 5, 1998, recorded in the office of the recorder of Elkhart County, Indiana, on October 21, 2003, as Instrument No. 2003-44988, as further supplemented and amended by the First Amendment to Lease, dated as of October 1, 2003, recorded in the office of the recorder of Elkhart County, Indiana, on October 21, 2003, as Instrument No. 2003-44990, and as further supplemented and amended by the Second Amendment to Lease, dated as of April 23, 2013, recorded in the office of the recorder of Elkhart County, Indiana, on June 27, 2013, as Instrument No. 2013-15268, and as further supplemented and amended by the Addendum to Second Amendment Lease, dated as of May 1, 2013, recorded in the office of the recorder of Elkhart County, Indiana, on June 27, 2013, as Instrument No. 2013-15269.

### THIRD AMENDMENT TO LEASE

THIS THIRDA MENDMENT TO LEASE is entered into as of this 10<sup>th</sup> day of April, 2018 (the "Third Amendment"), between ELKHART COMMUNITY SCHOOL BUILDING CORPORATION, an Indiana nonprofit corporation (the "Lessor"), and ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, a school corporation existing under the laws of the State of Indiana, as lessee (the "Lessee").

1. The Lessor and the Lessee entered into a Lease, dated as of February 24, 1998 (the "Original Lease"), as amended and supplemented by an Addendum to Lease, dated as of May 5, 1998 (the "Addendum to Lease"), an Amendment to Lease, dated as of October 1, 2003 (the "First Amendment to Lease"), a Second Amendment to Lease, dated as of April 23, 2013 (the "Second Amendment to Lease"), and an Addendum to Second Amendment Lease, dated as of May 1, 2013 (the "Addendum to Second Amendment Lease") (the Original Lease, as amended by the Addendum to Lease, the Amendment to Lease, the Second Amendment to Lease, and the Addendum to Second Amendment Lease, collectively, the "Lease"); and

2. The Lessor and the Lessee wish to further amend the Lease by modifying the term of the Lease and increasing the rent payable under the Lease to provide the Lessor with the ability to issue one or more series of additional first mortgage bonds (collectively, the "2018A Bonds") for the reimbursement for improvements to all or any portion of the Premises (as defined in the Lease) paid by the Lessee since the Premises have been owned by the Lessor and as payment to the Lessee for the extension of the ownership of the Premises by the Lessor, all of which funds the Lessee will use for the purpose of financing the costs of the renovation, remodeling, expansion and equipment upgrade of the existing High School operated by the Lessee, other miscellaneous facility and/or equipping projects at facilities operated by the Lessee and any projects related to any of such facility improvement, renovation and equipping projects, all to be used in connection with the operation of the Lessee, all as described in the resolution adopted by the Board of School Trustees of the Lessee on January 24, 2017 (collectively, the "2018 High School Renovation Project")

NOW THEREFORE, in consideration of the premises, the covenants and agreements hereinafter contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and the Lessee agree as follows:

#### PART I

#### PREMISES, TERM AND WARRANTY

Section 1 of the Original Lease, as previously supplemented and amended, is hereby further amended by adding at the end thereof the following paragraph:

"Notwithstanding anything in the Lease to the contrary, with respect to the rental payments to be paid by the Lessee under the Third Amendment, the term of for such payments shall end on the date which is twenty-two (22) years after the issuance of the first series of 2018A Bonds, or such earlier date as set forth in an addendum to the Third Amendment executed

by the Lessor and Lessee at the issuance of 2018A Bonds by the Lessor in connection with the 2018 High School Renovation Project.”

## PART II

### RENTAL PAYMENTS

Section 2 of the Original Lease, as previously supplemented and amended, is hereby further amended by adding at the end thereof the following paragraphs:

“Notwithstanding anything to the contrary in the Lease (as defined in the Third Amendment), the Lessee agrees to pay additional rental for the Premises in an annual amount not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000). Each semi-annual installment of such rental payment, payable as hereinafter described, shall be based on an amount not greater than the insured value (*i.e.* full replacement cost) of the Premises, together with that portion of the improvements to the Premises which are complete and ready for use and occupancy by the Lessee, at the time such semi-annual installment is made. Such additional rental shall be paid in semi-annual installments on June 30 and December 31 of each year commencing no earlier than June 30 in the year immediately following the year in which the Third Amendment is recorded by the Lessor and Lessee and ending no later twenty-two (22) years thereafter. All rentals payable under the terms of the Lease shall be paid by the Lessee to Trustee. All payments so made by the Lessee shall be considered as payments to the Lessor of the rentals payable under the Lease.”

“After the sale of the each series of the 2018A Bonds, the annual rental shall be reduced to an amount sufficient to pay principal and interest due on all Bonds issued and outstanding under the Indenture in each twelve (12) month period commencing on June 30 of each year, together with incidental costs in each year in an amount to be determined at the time each series of the 2018A Bonds are sold for the purpose of paying annual Trustee fees and related costs, payable in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of the Premises, together with the improvements located on the real estate which is then subject to the Lease together with that portion of the constructed, renovated or remodeled improvements on such real estate as they currently exist and which are complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. Such amount shall be endorsed on the Lease in the form of Exhibit A attached to the Third Amendment and made a part hereof by the parties as soon as the same can be done after the sale of each series of the 2018A Bonds, and such endorsement shall be recorded as an addendum to the Lease.”

## PART III

### REAFFIRMATION OF LEASE

Except as otherwise provided herein, all terms, conditions and provisions of the Lease, as previously supplemented and amended, are hereby ratified and affirmed.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Third Amendment to Lease as of the date and year first above written.

ELKHART COMMUNITY SCHOOL  
BUILDING CORPORATION

By: \_\_\_\_\_  
William G. Cork, President

Attest:

\_\_\_\_\_  
Dr. John Hutchings, Secretary/Treasurer

ELKHART COMMUNITY SCHOOLS,  
ELKHART COUNTY, INDIANA

By: \_\_\_\_\_  
Karen S. Carter, President of the Board of  
School Trustees

Attest:

\_\_\_\_\_  
Jeri E. Stahr, Secretary of the Board of School  
Trustees

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF ELKHART                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William G. Cork and Dr. John Hutchings, personally known to me to be the President and the Secretary, respectively, of the Elkhart Community School Building Corporation, and acknowledged the execution of the foregoing Third Amendment to Lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Written Signature

\_\_\_\_\_  
Printed Signature

NOTARY PUBLIC

My Commission Expires:

My County of Residence is:

\_\_\_\_\_

\_\_\_\_\_

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF ELKHART                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Karen S. Carter and Jeri E. Stahr, 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 Third Amendment to Lease for and on behalf of said school corporation.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Written Signature

\_\_\_\_\_  
Printed Signature

NOTARY PUBLIC

My Commission Expires:

My County of Residence is:

\_\_\_\_\_

\_\_\_\_\_

**I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.**

  
\_\_\_\_\_  
Jeffery J. Qualkinbush

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

EXHIBIT A

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

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

WITNESSETH:

WHEREAS, the Lessor and the Lessee entered into a Third Amendment to Lease, dated as of April 10, 2018 (the "Third Amendment"); and

WHEREAS, it is provided in the Third Amendment that there shall be endorsed thereon the adjusted rental at the time each series of 2018A Bonds (as defined in the Third Amendment) are issued.

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

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

**LESSOR**

ELKHART COMMUNITY SCHOOL  
BUILDING CORPORATION

By: \_\_\_\_\_  
William G. Cork, President

Attest:

\_\_\_\_\_  
Dr. John Hutchings, Secretary/Treasurer

**LESSEE**

ELKHART COMMUNITY SCHOOLS,  
ELKHART COUNTY, INDIANA

By: \_\_\_\_\_  
Karen S. Carter, President of the Board of  
School Trustees

Attest:

\_\_\_\_\_  
Jeri E. Stahr, Secretary of the Board of  
School Trustees

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared William G. Cork and Dr. John Hutchings, personally known to me to be President and Secretary, respectively, of Elkhart Community School Building Corporation and acknowledged the execution of the foregoing Addendum to Third Amendment to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared Karen S. Carter and Jeri E. Stahr, personally known to me to be President and 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 Third Amendment to Lease for and on behalf of said School Corporation.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

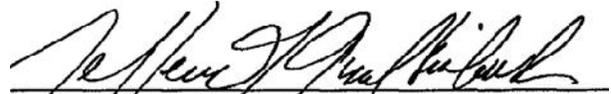
My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_

**I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.**

  
\_\_\_\_\_  
Jeffery J. Qualkinbush

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

Appendix I to Addendum to Third Amendment to Lease

Rental Schedule

The lease rental payments for the 2018A Bonds are set forth on the immediately following page.

**RESOLUTION OF BOARD OF SCHOOL TRUSTEES REGARDING EXECUTION  
OF THE AMENDMENT TO LEASE AND MATTERS RELATED THERETO**

WHEREAS, this Board of School Trustees (the “Board”) of the Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), has previously examined and approved a form of a Third Amendment to Lease (the “Third Amendment”) by and between the Elkhart Community School Building Corporation, an Indiana nonprofit corporation existing pursuant to Indiana Nonprofit Corporation Act of 1991, as amended, as lessor (the “Building Corporation”), and the School Corporation, as lessee, which amends a Lease, dated as of February 24, 1998 (the “Original Lease”), as amended by an Addendum to Lease, dated as of May 5, 1998 (the “First Addendum to Lease”), a First Amendment to Lease, dated as of October 1, 2003 (the “First Amendment to Lease”), a Second Amendment to Lease, dated as of April 23, 2013 (the “Second Amendment to Lease”), and an Addendum to Second Amendment Lease, dated as of May 1, 2013 (the “Addendum to Second Amendment Lease”) (the Original Lease, as amended by the First Addendum to Lease, the First Amendment to Lease, the Second Amendment to Lease and the Addendum to Second Amendment Lease, collectively, the “Lease”), for the reimbursement for improvements to all or any portion of the Premises (as defined in the Lease) paid by the School Corporation since the Premises have been owned by the Building Corporation and the extension of the ownership of the Premises by the Building Corporation beyond the current term in order to provide the School Corporation with the funds sufficient to pay all or a portion of the costs of the 2018 High School Renovation Project, as defined and described in the resolution adopted by the Board on January 24, 2017, and all costs related thereto; and

WHEREAS, pursuant to Indiana Code § 20-47-3-10, as amended, prior to the execution of a lease between a lessor corporation and a school corporation, a public hearing must be held giving all interested persons the right to be heard upon the necessity for the execution of such lease and whether the rental provided for therein be paid to the lessor corporation is a fair and reasonable rental for the proposed building; and

WHEREAS, notice of a public hearing (1) to explain the potential value of the 2018 High School Renovation Project to the School Corporation and the community, and (2) upon the form of the proposed Third Amendment, was given by publication as required by law; and

WHEREAS, on the date hereof, a public hearing was conducted in accordance with Indiana Code § 20-47-3-9, as amended, (1) to explain the potential value of the 2018 High School Renovation Project to the School Corporation and the community, and (2) regarding whether the execution of the Third Amendment is necessary and whether the rentals in the Third Amendment are fair and reasonable for the proposed facilities; and

WHEREAS, interested people have been given the opportunity to present testimony and ask questions concerning each of the 2018 High School Renovation Project and the Third Amendment; and

WHEREAS, the Board has considered the testimony and other evidence presented at the public hearing; and

WHEREAS, the Board, being duly advised, finds that it is in the best interests of the School Corporation and its citizens for the purpose of financing all or any portion of the 2018 High School Renovation Project to extend the term of the ownership of all or any portion of the Premises by the Building Corporation, and enter into the Third Amendment with the Building Corporation, as lessor, for all of the Premises, in order to better serve the residents of the School Corporation, by allowing the Building Corporation to issue first mortgage bonds in one or more series to fund all or any portion of the 2018 High School Renovation Project in an original aggregate principal amount not to exceed Ten Million Dollars (\$10,000,000) (the “2018A Bonds”).

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

Section 1. Providing for the 2018 High School Renovation Project is in the public interest, and it is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and to assist it in fulfilling the requirements of all the agencies of the federal, state and local governments.

Section 2. The drawings, plans and specifications and estimates for all of the cost of the 2018 High School Renovation, including but not limited to, all costs of acquisition and construction associated with the 2018 High School Renovation, provide for necessary facilities for the School Corporation and the same are hereby approved.

Section 3. The proposed Third Amendment, as described in the notice of public hearing, be, and hereby is, confirmed in accordance with Indiana Code 20-47-3-10(b), and provides for a fair and reasonable rental of all or a portion of the Premises with an increased term not to exceed twenty-two (22) years from the date the first series of the 2018A Bonds are issued, with an increased annual lease rental not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000), and further, the execution of the Third Amendment is necessary and wise.

Section 4. The President of the Board is authorized and directed to initial and date a copy of the proposed Third Amendment and to place the same in the record book immediately following the minutes of this meeting, and further, the Third Amendment is hereby made a part of this Resolution as fully as if the same were set forth herein.

Section 5. Any officer of the Board is authorized and directed to execute the Third Amendment, in the name and on behalf of the School Corporation, and the Secretary of the Board, or any other officer of the Board, is hereby authorized and directed to attest such execution of the Third Amendment.

Section 6. Each of the Secretary of the Board, or any other officer of the School Corporation, the Superintendent of the School Corporation (the “Superintendent”) and the Chief Financial Officer of the School Corporation (the “Chief Financial Officer”), be, and hereby is, authorized and directed, on behalf of the School Corporation to publish notice of the execution of the Third Amendment in accordance with Indiana Code 20-47-3-11(a).

Section 7. An annual tax levy shall be authorized in each year during the term of the Third Amendment to provide the necessary funds with which to pay the rent under the Third Amendment.

Section 8. The issuance, sale and delivery by the Building Corporation of the 2018A Bonds pursuant to the applicable laws of the State of Indiana, with a maximum term not to exceed twenty (20) years, and in an aggregate original principal amount not to exceed \$10,000,000, is hereby approved.

Section 9. Upon the repayment or prepayment by the School Corporation of all of the outstanding principal amount of the Bonds (as defined in the Lease), the School Corporation, as lessee, will accept from the Building Corporation title to the Premises, including any addition thereto, free and clear of any and all liens and encumbrances thereon except as otherwise permitted by the Third Amendment.

Section 10. The Building Corporation may issue, sell and deliver such 2018A Bonds, pursuant to the applicable laws of the State of Indiana, may encumber any property acquired by it for the purpose of financing such facilities, and may enter into contracts for the sale of the 2018A Bonds and the 2018 High School Renovation Project.

Section 11. The Board hereby approves the extension of the ownership of the Premises by the Building Corporation upon payment by the Building Corporation to the School Corporation of the proceeds of the 2018A Bonds received by the Building Corporation.

Section 12. Any member of the Board, officer of the School Corporation or the Superintendent or Chief Financial Officer be, and hereby is, authorized and directed to take any action and execute any documents, agreements and certificates as such member or officer deems necessary and desirable to effectuate the foregoing resolutions, and any such actions, documents, agreements and certificates heretofore taken or executed, including, but not limited to, publication of the notices of the public hearing on the Third Amendment, be, and hereby are, ratified and approved. In addition, the Superintendent and the Chief Financial Officer, each as an Authorized Representative of the Building Corporation, may approve change orders prior to seeking formal approval of such change orders from the Board; provided, however, such change orders shall be subsequently presented to the Board for its approval.

This Resolution hereby is ADOPTED by the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana, this 10<sup>th</sup> day of April, 2018.

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

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ATTEST:

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Secretary of the Board of School Trustees

**APPROPRIATION RESOLUTION OF THE BOARD OF SCHOOL  
TRUSTEES OF THE ELKHART COMMUNITY SCHOOL  
CORPORATION, ELKHART COUNTY, INDIANA**

WHEREAS, the Elkhart Community School Corporation, Elkhart County, Indiana (the “School Corporation”), exists and operates under the provisions of Indiana Code 20-26-1, as amended from time to time (the “Act”); and

WHEREAS, the School Corporation, as lessee, has been authorized to enter into a lease (the “Lease”), with the Elkhart Community School Building Corporation (the “Building Corporation”), as lessor, in order to allow the Building Corporation to issue (1) first mortgage bonds in an original aggregate principal amount not to exceed Five Million Dollars (\$5,000,000) (the “2018C Educational Services Center Renovation/Expansion Bonds”) to fund all or any portion of the acquisition of all or a portion of the premises subject to the Lease in an amount not to exceed \$5,000,000 and (2) the use by the School Corporation of the proceeds it receives to pay for all or any portion of the 2018 Educational Services Center Renovation/Expansion Project, as defined in the resolution adopted by the Board of School Trustees of the School Corporation (the “Board”) on February 27, 2018; and

WHEREAS, the School Corporation intends to use all of the proceeds to pay for the costs of the 2018 Educational Services Center Renovation/Expansion Project and costs related thereto, including, but not limited to, the costs of issuing the 2018C Educational Services Center Renovation/Expansion Bonds; and

WHEREAS, the costs of the 2018 Educational Services Center Renovation/Expansion Project include, without limitation, all expenses necessarily incurred in connection with the proceedings, together with a sum sufficient to pay the costs of supervision and inspection during the period of the 2018 Educational Services Center Renovation/Expansion Project, all expenses of every kind actually incurred by the Building Corporation or the School Corporation preliminary to acquisition of certain property by the Building Corporation and the 2018 Educational Services Center Renovation/Expansion Project, such as costs of necessary records, engineering expenses, publication of notices, salaries and other expenses and the costs of land, rights-of-way and other property to be acquired for the 2018 Educational Services Center Renovation/Expansion Project; and

WHEREAS, the Board has found that there are not sufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of the portion of the 2018 Educational Services Center Renovation/Expansion Project and heretofore authorized the Building Corporation to issue the 2018C Educational Services Center Renovation/Expansion Bonds; and

WHEREAS, all or a portion of the proceeds of the 2018C Educational Services Center Renovation/Expansion Bonds will be paid to the School Corporation by the Building Corporation as the purchase price for the premises subject to the Lease; and

WHEREAS, notice of a hearing on said appropriation has been duly given by publication as required by law, and the hearing on said appropriation has been held, at which all taxpayers had an opportunity to appear and express their views as to such appropriations.

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

Section 1. There is hereby appropriated a sum not to exceed Five Million Dollars (\$5,000,000) out of the proceeds of the 2018C Educational Services Center Renovation/Expansion Bonds, together with all investment earnings thereon. The School Corporation shall use such funds for the purpose of paying for all or a portion of the costs of the 2018 Educational Services Center Renovation/Expansion Project.

Section 2. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the 2018 Educational Services Center Renovation/Expansion Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

Section 3. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the fiscal officer of the School Corporation, who shall report the appropriation to the State of Indiana Department of Local Government Finance.

Section 4. The President, Vice President, any other officer or member of the Board, the Superintendent of the School Corporation or the Chief Financial Officer of the School Corporation are hereby authorized to take any and all such actions and to execute all such instruments as are desirable to carry out the transactions contemplated by this resolution, in such forms as such officer or member executing the same shall deem proper, to be conclusively evidenced by the execution thereof and any and all actions previously taken, or documents previously executed, in connection with the transactions contemplated by this resolution, including but not limited to, publication of the notice of the public hearing held in connection with this appropriation, be, and hereby are, ratified and approved.

PASSED AND ADOPTED this 10<sup>th</sup> day of April, 2018.

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

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ATTEST:

\_\_\_\_\_  
Secretary of the Board of School Trustees

THIRD AMENDMENT TO LEASE

between

ELKHART COMMUNITY SCHOOL BUILDING CORPORATION,  
Lessor

and

ELKHART COMMUNITY SCHOOLS,  
ELKHART COUNTY, INDIANA,  
Lessee

Dated as of April 10, 2018

Cross Reference: Cross Reference: This instrument supplements and amends the Lease, dated as of February 24, 1998, recorded in the office of the recorder of Elkhart County, Indiana, October 21, 2003, as Instrument No. 2003-44987, as supplemented and amended by the Addendum to Lease, dated as of May 5, 1998, recorded in the office of the recorder of Elkhart County, Indiana, on October 21, 2003, as Instrument No. 2003-44988, as further supplemented and amended by the First Amendment to Lease, dated as of October 1, 2003, recorded in the office of the recorder of Elkhart County, Indiana, on October 21, 2003, as Instrument No. 2003-44990, and as further supplemented and amended by the Second Amendment to Lease, dated as of April 23, 2013, recorded in the office of the recorder of Elkhart County, Indiana, on June 27, 2013, as Instrument No. 2013-15268, and as further supplemented and amended by the Addendum to Second Amendment Lease, dated as of May 1, 2013, recorded in the office of the recorder of Elkhart County, Indiana, on June 27, 2013, as Instrument No. 2013-15269.

### THIRD AMENDMENT TO LEASE

THIS THIRDA MENDMENT TO LEASE is entered into as of this 10<sup>th</sup> day of April, 2018 (the "Third Amendment"), between ELKHART COMMUNITY SCHOOL BUILDING CORPORATION, an Indiana nonprofit corporation (the "Lessor"), and ELKHART COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, a school corporation existing under the laws of the State of Indiana, as lessee (the "Lessee").

1. The Lessor and the Lessee entered into a Lease, dated as of February 24, 1998 (the "Original Lease"), as amended and supplemented by an Addendum to Lease, dated as of May 5, 1998 (the "Addendum to Lease"), an Amendment to Lease, dated as of October 1, 2003 (the "First Amendment to Lease"), a Second Amendment to Lease, dated as of April 23, 2013 (the "Second Amendment to Lease"), and an Addendum to Second Amendment Lease, dated as of May 1, 2013 (the "Addendum to Second Amendment Lease") (the Original Lease, as amended by the Addendum to Lease, the Amendment to Lease, the Second Amendment to Lease, and the Addendum to Second Amendment Lease, collectively, the "Lease"); and

2. The Lessor and the Lessee wish to further amend the Lease by modifying the term of the Lease and increasing the rent payable under the Lease to provide the Lessor with the ability to issue one or more series of additional first mortgage bonds (collectively, the "2018A Bonds") for the reimbursement for improvements to all or any portion of the Premises (as defined in the Lease) paid by the Lessee since the Premises have been owned by the Lessor and as payment to the Lessee for the extension of the ownership of the Premises by the Lessor, all of which funds the Lessee will use for the purpose of financing the costs of the renovation, remodeling, expansion and equipment upgrade of the existing High School operated by the Lessee, other miscellaneous facility and/or equipping projects at facilities operated by the Lessee and any projects related to any of such facility improvement, renovation and equipping projects, all to be used in connection with the operation of the Lessee, all as described in the resolution adopted by the Board of School Trustees of the Lessee on January 24, 2017 (collectively, the "2018 High School Renovation Project")

NOW THEREFORE, in consideration of the premises, the covenants and agreements hereinafter contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and the Lessee agree as follows:

#### PART I

#### PREMISES, TERM AND WARRANTY

Section 1 of the Original Lease, as previously supplemented and amended, is hereby further amended by adding at the end thereof the following paragraph:

"Notwithstanding anything in the Lease to the contrary, with respect to the rental payments to be paid by the Lessee under the Third Amendment, the term of for such payments shall end on the date which is twenty-two (22) years after the issuance of the first series of 2018A Bonds, or such earlier date as set forth in an addendum to the Third Amendment executed

by the Lessor and Lessee at the issuance of 2018A Bonds by the Lessor in connection with the 2018 High School Renovation Project.”

## PART II

### RENTAL PAYMENTS

Section 2 of the Original Lease, as previously supplemented and amended, is hereby further amended by adding at the end thereof the following paragraphs:

“Notwithstanding anything to the contrary in the Lease (as defined in the Third Amendment), the Lessee agrees to pay additional rental for the Premises in an annual amount not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000). Each semi-annual installment of such rental payment, payable as hereinafter described, shall be based on an amount not greater than the insured value (*i.e.* full replacement cost) of the Premises, together with that portion of the improvements to the Premises which are complete and ready for use and occupancy by the Lessee, at the time such semi-annual installment is made. Such additional rental shall be paid in semi-annual installments on June 30 and December 31 of each year commencing no earlier than June 30 in the year immediately following the year in which the Third Amendment is recorded by the Lessor and Lessee and ending no later twenty-two (22) years thereafter. All rentals payable under the terms of the Lease shall be paid by the Lessee to Trustee. All payments so made by the Lessee shall be considered as payments to the Lessor of the rentals payable under the Lease.”

“After the sale of the each series of the 2018A Bonds, the annual rental shall be reduced to an amount sufficient to pay principal and interest due on all Bonds issued and outstanding under the Indenture in each twelve (12) month period commencing on June 30 of each year, together with incidental costs in each year in an amount to be determined at the time each series of the 2018A Bonds are sold for the purpose of paying annual Trustee fees and related costs, payable in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of the Premises, together with the improvements located on the real estate which is then subject to the Lease together with that portion of the constructed, renovated or remodeled improvements on such real estate as they currently exist and which are complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. Such amount shall be endorsed on the Lease in the form of Exhibit A attached to the Third Amendment and made a part hereof by the parties as soon as the same can be done after the sale of each series of the 2018A Bonds, and such endorsement shall be recorded as an addendum to the Lease.”

## PART III

### REAFFIRMATION OF LEASE

Except as otherwise provided herein, all terms, conditions and provisions of the Lease, as previously supplemented and amended, are hereby ratified and affirmed.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Third Amendment to Lease as of the date and year first above written.

ELKHART COMMUNITY SCHOOL  
BUILDING CORPORATION

By: \_\_\_\_\_  
William G. Cork, President

Attest:

\_\_\_\_\_  
Dr. John Hutchings, Secretary/Treasurer

ELKHART COMMUNITY SCHOOLS,  
ELKHART COUNTY, INDIANA

By: \_\_\_\_\_  
Karen S. Carter, President of the Board of  
School Trustees

Attest:

\_\_\_\_\_  
Jeri E. Stahr, Secretary of the Board of School  
Trustees

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF ELKHART                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William G. Cork and Dr. John Hutchings, personally known to me to be the President and the Secretary, respectively, of the Elkhart Community School Building Corporation, and acknowledged the execution of the foregoing Third Amendment to Lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Written Signature

\_\_\_\_\_  
Printed Signature

NOTARY PUBLIC

My Commission Expires:

My County of Residence is:

\_\_\_\_\_

\_\_\_\_\_

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF ELKHART                )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Karen S. Carter and Jeri E. Stahr, 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 Third Amendment to Lease for and on behalf of said school corporation.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Written Signature

\_\_\_\_\_  
Printed Signature

NOTARY PUBLIC

My Commission Expires:

My County of Residence is:

\_\_\_\_\_

\_\_\_\_\_

**I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.**

  
\_\_\_\_\_  
Jeffery J. Qualkinbush

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

EXHIBIT A

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

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

WITNESSETH:

WHEREAS, the Lessor and the Lessee entered into a Third Amendment to Lease, dated as of April 10, 2018 (the “Third Amendment”); and

WHEREAS, it is provided in the Third Amendment that there shall be endorsed thereon the adjusted rental at the time each series of 2018A Bonds (as defined in the Third Amendment) are issued.

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

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

**LESSOR**

ELKHART COMMUNITY SCHOOL  
BUILDING CORPORATION

By: \_\_\_\_\_  
William G. Cork, President

Attest:

\_\_\_\_\_  
Dr. John Hutchings, Secretary/Treasurer

**LESSEE**

ELKHART COMMUNITY SCHOOLS,  
ELKHART COUNTY, INDIANA

By: \_\_\_\_\_  
Karen S. Carter, President of the Board of  
School Trustees

Attest:

\_\_\_\_\_  
Jeri E. Stahr, Secretary of the Board of  
School Trustees

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared William G. Cork and Dr. John Hutchings, personally known to me to be President and Secretary, respectively, of Elkhart Community School Building Corporation and acknowledged the execution of the foregoing Addendum to Third Amendment to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared Karen S. Carter and Jeri E. Stahr, personally known to me to be President and 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 Third Amendment to Lease for and on behalf of said School Corporation.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)  
Notary Public

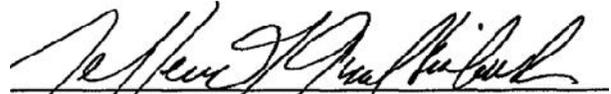
My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_

**I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.**

  
\_\_\_\_\_  
Jeffery J. Qualkinbush

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

Appendix I to Addendum to Third Amendment to Lease

Rental Schedule

The lease rental payments for the 2018A Bonds are set forth on the immediately following page.

**RESOLUTION OF BOARD OF SCHOOL TRUSTEES REGARDING EXECUTION  
OF THE AMENDMENT TO LEASE AND MATTERS RELATED THERETO**

WHEREAS, this Board of School Trustees (the “Board”) of the Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), has previously examined and approved a form of a Third Amendment to Lease (the “Third Amendment”) by and between the Elkhart Community School Building Corporation, an Indiana nonprofit corporation existing pursuant to Indiana Nonprofit Corporation Act of 1991, as amended, as lessor (the “Building Corporation”), and the School Corporation, as lessee, which amends a Lease, dated as of February 24, 1998 (the “Original Lease”), as amended by an Addendum to Lease, dated as of May 5, 1998 (the “First Addendum to Lease”), a First Amendment to Lease, dated as of October 1, 2003 (the “First Amendment to Lease”), a Second Amendment to Lease, dated as of April 23, 2013 (the “Second Amendment to Lease”), and an Addendum to Second Amendment Lease, dated as of May 1, 2013 (the “Addendum to Second Amendment Lease”) (the Original Lease, as amended by the First Addendum to Lease, the First Amendment to Lease, the Second Amendment to Lease and the Addendum to Second Amendment Lease, collectively, the “Lease”), for the reimbursement for improvements to all or any portion of the Premises (as defined in the Lease) paid by the School Corporation since the Premises have been owned by the Building Corporation and the extension of the ownership of the Premises by the Building Corporation beyond the current term in order to provide the School Corporation with the funds sufficient to pay all or a portion of the costs of the 2018 High School Renovation Project, as defined and described in the resolution adopted by the Board on January 24, 2017, and all costs related thereto; and

WHEREAS, pursuant to Indiana Code § 20-47-3-10, as amended, prior to the execution of a lease between a lessor corporation and a school corporation, a public hearing must be held giving all interested persons the right to be heard upon the necessity for the execution of such lease and whether the rental provided for therein be paid to the lessor corporation is a fair and reasonable rental for the proposed building; and

WHEREAS, notice of a public hearing (1) to explain the potential value of the 2018 High School Renovation Project to the School Corporation and the community, and (2) upon the form of the proposed Third Amendment, was given by publication as required by law; and

WHEREAS, on the date hereof, a public hearing was conducted in accordance with Indiana Code § 20-47-3-9, as amended, (1) to explain the potential value of the 2018 High School Renovation Project to the School Corporation and the community, and (2) regarding whether the execution of the Third Amendment is necessary and whether the rentals in the Third Amendment are fair and reasonable for the proposed facilities; and

WHEREAS, interested people have been given the opportunity to present testimony and ask questions concerning each of the 2018 High School Renovation Project and the Third Amendment; and

WHEREAS, the Board has considered the testimony and other evidence presented at the public hearing; and

WHEREAS, the Board, being duly advised, finds that it is in the best interests of the School Corporation and its citizens for the purpose of financing all or any portion of the 2018 High School Renovation Project to extend the term of the ownership of all or any portion of the Premises by the Building Corporation, and enter into the Third Amendment with the Building Corporation, as lessor, for all of the Premises, in order to better serve the residents of the School Corporation, by allowing the Building Corporation to issue first mortgage bonds in one or more series to fund all or any portion of the 2018 High School Renovation Project in an original aggregate principal amount not to exceed Ten Million Dollars (\$10,000,000) (the “2018A Bonds”).

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

Section 1. Providing for the 2018 High School Renovation Project is in the public interest, and it is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and to assist it in fulfilling the requirements of all the agencies of the federal, state and local governments.

Section 2. The drawings, plans and specifications and estimates for all of the cost of the 2018 High School Renovation, including but not limited to, all costs of acquisition and construction associated with the 2018 High School Renovation, provide for necessary facilities for the School Corporation and the same are hereby approved.

Section 3. The proposed Third Amendment, as described in the notice of public hearing, be, and hereby is, confirmed in accordance with Indiana Code 20-47-3-10(b), and provides for a fair and reasonable rental of all or a portion of the Premises with an increased term not to exceed twenty-two (22) years from the date the first series of the 2018A Bonds are issued, with an increased annual lease rental not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000), and further, the execution of the Third Amendment is necessary and wise.

Section 4. The President of the Board is authorized and directed to initial and date a copy of the proposed Third Amendment and to place the same in the record book immediately following the minutes of this meeting, and further, the Third Amendment is hereby made a part of this Resolution as fully as if the same were set forth herein.

Section 5. Any officer of the Board is authorized and directed to execute the Third Amendment, in the name and on behalf of the School Corporation, and the Secretary of the Board, or any other officer of the Board, is hereby authorized and directed to attest such execution of the Third Amendment.

Section 6. Each of the Secretary of the Board, or any other officer of the School Corporation, the Superintendent of the School Corporation (the “Superintendent”) and the Chief Financial Officer of the School Corporation (the “Chief Financial Officer”), be, and hereby is, authorized and directed, on behalf of the School Corporation to publish notice of the execution of the Third Amendment in accordance with Indiana Code 20-47-3-11(a).

Section 7. An annual tax levy shall be authorized in each year during the term of the Third Amendment to provide the necessary funds with which to pay the rent under the Third Amendment.

Section 8. The issuance, sale and delivery by the Building Corporation of the 2018A Bonds pursuant to the applicable laws of the State of Indiana, with a maximum term not to exceed twenty (20) years, and in an aggregate original principal amount not to exceed \$10,000,000, is hereby approved.

Section 9. Upon the repayment or prepayment by the School Corporation of all of the outstanding principal amount of the Bonds (as defined in the Lease), the School Corporation, as lessee, will accept from the Building Corporation title to the Premises, including any addition thereto, free and clear of any and all liens and encumbrances thereon except as otherwise permitted by the Third Amendment.

Section 10. The Building Corporation may issue, sell and deliver such 2018A Bonds, pursuant to the applicable laws of the State of Indiana, may encumber any property acquired by it for the purpose of financing such facilities, and may enter into contracts for the sale of the 2018A Bonds and the 2018 High School Renovation Project.

Section 11. The Board hereby approves the extension of the ownership of the Premises by the Building Corporation upon payment by the Building Corporation to the School Corporation of the proceeds of the 2018A Bonds received by the Building Corporation.

Section 12. Any member of the Board, officer of the School Corporation or the Superintendent or Chief Financial Officer be, and hereby is, authorized and directed to take any action and execute any documents, agreements and certificates as such member or officer deems necessary and desirable to effectuate the foregoing resolutions, and any such actions, documents, agreements and certificates heretofore taken or executed, including, but not limited to, publication of the notices of the public hearing on the Third Amendment, be, and hereby are, ratified and approved. In addition, the Superintendent and the Chief Financial Officer, each as an Authorized Representative of the Building Corporation, may approve change orders prior to seeking formal approval of such change orders from the Board; provided, however, such change orders shall be subsequently presented to the Board for its approval.

This Resolution hereby is ADOPTED by the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana, this 10<sup>th</sup> day of April, 2018.

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

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ATTEST:

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Secretary of the Board of School Trustees

**APPROPRIATION RESOLUTION OF THE BOARD OF SCHOOL  
TRUSTEES OF THE ELKHART COMMUNITY SCHOOL  
CORPORATION, ELKHART COUNTY, INDIANA**

WHEREAS, the Elkhart Community School Corporation, Elkhart County, Indiana (the “School Corporation”), exists and operates under the provisions of Indiana Code 20-26-1, as amended from time to time (the “Act”); and

WHEREAS, the School Corporation, as lessee, previously entered into a Lease, dated as of February 24, 1998 (the “Original Lease”), as amended and supplemented by an Addendum to Lease, dated as of May 5, 1998 (the “Addendum to Lease”), an Amendment to Lease, dated as of October 1, 2003 (the “First Amendment to Lease”), a Second Amendment to Lease, dated as of April 23, 2013 (the “Second Amendment to Lease”), and an Addendum to Second Amendment Lease, dated as of May 1, 2013 (the “Addendum to Second Amendment Lease”)(the Original Lease, as supplemented and amended by the First Amendment to Lease, the Second Amendment to Lease and the Addendum to Second Amendment, collectively, the “Lease”), each with the Elkhart Community School Building Corporation, an Indiana nonprofit corporation existing pursuant to Indiana Code 23-17, as amended (the “Building Corporation”), as lessor, pursuant to Indiana Code 20-47-3, as amended, and Indiana Code 20-47-4, as amended; and

WHEREAS, the School Corporation, as lessee, has been authorized to enter into a third amendment to the Lease (the “Third Amendment to Lease”), with the Building Corporation, in order to allow the Building Corporation to issue first mortgage bonds to fund all or any portion of (i) the interest due on such first mortgage bonds, (ii) the costs of issuing such bonds, and (iii)(a) the reimbursement to the School Corporation for costs of improvements to the premises subject to the Lease (the “Premises”) previously incurred by the School Corporation following the date the Premises were acquired by the Building Corporation and (b) the payment to the School Corporation for an extension of the ownership of the Premises by the Building Corporation through the term set forth in the Third Amendment to Lease (clauses (a) and (b), collectively, the “School Corporation Payments”), all of which School Corporation Payments will be used by the School Corporation to pay for the costs of the 2018 High School Renovation Project (as defined in the resolution adopted by the Board on January 24, 2018), and the costs of issuing such first mortgage bonds not paid by the Building Corporation, in an original aggregate principal amount not to exceed Ten Million Dollars (\$10,000,000) (the “2018A Bonds”); and

WHEREAS, the School Corporation intends to use the money it receives from the School Corporation Payments, if any, to pay for (a) 2018 High School Renovation Project, and (b) costs of issuance of the 2018A Bonds not paid by the Building Corporation (clauses (a) and (b), collectively, the “School Corporation Project”); and

WHEREAS, the costs of the School Corporation Project include, without limitation, all expenses necessarily incurred in connection with the proceedings, together with a sum sufficient to pay the costs of supervision and inspection during the period of the School Corporation Project, all expenses of every kind actually incurred by the Building Corporation or the School Corporation preliminary to acquisition of certain property by the Building Corporation and the School Corporation Project, such as costs of necessary records, engineering expenses,

publication of notices, salaries and other expenses and the costs of land, rights-of-way and other property to be acquired or retained for the School Corporation Project; and

WHEREAS, the Board of School Trustees (the "Board") has found that there are not sufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of the portion of the School Corporation Project and has heretofore authorized the Building Corporation to issue its 2018A Bonds; and

WHEREAS, notice of a hearing on said appropriation has been duly given by publication and posting as required by law, and the hearing on said appropriation has been held, at which all taxpayers had an opportunity to appear and express their views as to such appropriation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF THE ELKHART COMMUNITY SCHOOL CORPORATION, ELKHART COUNTY, INDIANA, AS FOLLOWS:

SECTION 1. There is hereby appropriated a sum not to exceed Ten Million Dollars (\$10,000,000) out of the proceeds of the 2018A Bonds received by the School Corporation from the Building Corporation as the School Corporation Payments, together with all investment earnings thereon. The School Corporation shall use such funds for the purpose of paying for all or a portion of the costs of the School Corporation Project.

SECTION 2. Each such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the School Corporation Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

SECTION 3. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the fiscal officer of the School Corporation, who shall report the appropriation to the State of Indiana Department of Local Government Finance.

SECTION 4. The President, Vice President, any other officer or member of the Board, the Superintendent of the School Corporation or the Chief Financial Officer of the School Corporation are hereby authorized to take any and all such actions and to execute all such instruments as are desirable to carry out the transactions contemplated by this resolution, in such forms as such officer or member executing the same shall deem proper, to be conclusively evidenced by the execution thereof and any and all actions previously taken, or documents previously executed, in connection with the transactions contemplated by this resolution, including but not limited to, publication of the notice of the public hearing held in connection with this appropriation, be, and hereby are, ratified and approved.

PASSED AND ADOPTED this 10<sup>th</sup> day of April, 2018.

**BOARD OF SCHOOL TRUSTEES OF THE ELKHART COMMUNITY SCHOOL CORPORATION, ELKHART COUNTY, INDIANA**

AYE

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ATTEST:

\_\_\_\_\_  
Secretary of the Board of School Trustees



BUSINESS OFFICE

\*\*\*\*\*

**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: DR. HAWORTH**  
**BOARD OF SCHOOL TRUSTEES**

**FROM: DR. ROBERT WOODS**

**DATE: MARCH 28, 2018**

**SUBJECT/ EXTRA CURRICULAR PURCHASE**

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

SCHOOL/ACCOUNT	ITEM	AMOUNT
Memorial Student Government	\$1,766.68	Cubs Game Tickets
Extra Curricular Account	\$1,588.00	Charter Bus



**ELKHART MEMORIAL HIGH SCHOOL**  
2608 CALIFORNIA ROAD • ELKHART, IN 46514  
PHONE: 574-262-5600

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**ELKHART COMMUNITY SCHOOLS**  
J.C. RICE EDUCATIONAL SERVICES CENTER  
2720 CALIFORNIA ROAD • ELKHART, IN 46514  
PHONE: 574-262-5500

To: Dr. Robert Woods  
From: Julie Tyrakowski  
Date: 3/21/2018  
Re: Expenditure of Extracurricular Funds (Student Government)

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The purpose of this memo is to request school board approval for the expenditures of extracurricular funds from EMHS Student Government. Student government will be taking a field trip to Chicago to tour the city, visit the Federal Reserve, receive a private tour and learn about the daily operations of Wrigley Field, and attend a Cubs game. Student Government will be spending \$1766.68 on the game tickets for 40 students and 6 chaperones, and \$1588 for the charter bus.

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WISDOM BEGINS WITH A QUESTION AND HAS NO LIMITS

**Elkhart Community Schools**  
Proposed School Fundraising Activities  
April 10, 2018, Meeting of Board of School Trustees

School/Organization	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
Central Orchestra Boosters	Students will sell Rise & Roll donuts and cookies to friends and family after school hours. Proceeds will be used for scholarships and awards.	4/11/2018 - 4/24/2018	3/26/2018	Kyle Weirich
Central Orchestra and Choirs	Students will sell mum plants from Varner's Greenhouse to friends and family.	8/17/2018 - 8/27/2018	3/27/2018	William Niederer
Memorial Choirs	Students will sell "World's Finest Chocolate Bars" to family and friends after school hours. Proceeds will be used to help pay for the Choir trip in April of 2019.	4/27/2018 - 5/11/2018	3/28/2018	Josh Hren
Memorial Sophomore Class	A Nelson's Chicken BBQ will be held. Proceeds will help pay fro next years prom.	5/12/2018	3/28/2018	Jenny Summers
	<b>Please note the following fundraiser is presented for confirmation only.</b>			
Culture Series	Student created Together Books were sold at the Lerner during The Elkhart Culture Series Event. Proceeds will be used to help pay publication fees, a community charity and future programming for Culture Series.	3/22/2018	3/23/2018	Tessa Sutton

# policy

## DETERMINATION OF LEGAL SETTLEMENT

The Board establishes the following policy for determining student eligibility to attend the schools of this Corporation.

- A. The Board will educate, tuition free, students who have legal settlement in the Corporation, and students enrolled according to the requirements of I.C. 20-26-11.
- B. Where the legal settlement of a student cannot reasonably be determined by reference to the residence of the student's parent or legal guardian and the student is being supported by and living with a person whose residence is within the Corporation, the student may be enrolled without payment of tuition. If the parents are not able to support the student and have placed the student in the home of another person primarily for the purpose of attending school in this Corporation without establishing legal guardianship as required by Indiana law, tuition will not be charged unless otherwise required by law.
- C. Tuition shall be charged to those students who are approved for a transfer and whose legal settlement is outside the State of Indiana, unless the student's parent(s) is a full-time employee of Elkhart Community Schools. Transfer tuition fee, payable at the Business Office, is due in advance of the student's enrollment unless an approved transfer has been issued by another school district.
- D. A child who is placed in foster care by a court of competent jurisdiction shall be admitted tuition free, without regard to residency, to a school within the Corporation, as selected by the State Department of Human Services or the child placing agency responsible for placement of that child.
- E. Foreign students participating in a foreign-exchange program approved by the Indiana State Board of Education and living with a resident host family will be admitted tuition free.

# policy

- F. The Corporation will provide a free education to those students who are considered by Federal law to be illegal aliens, if the student's parent or legal guardian has legal settlement within the Corporation, or considered to be homeless by criteria established by the State (see Policy 5111.01 - Homeless Students).
- G. Students who have completed the eleventh grade and have changed legal settlement to another school corporation may complete the twelfth grade in this Corporation.
- H. A married student living with a spouse or a married or unmarried emancipated minor is eligible to attend school without payment of tuition if the student resides in the Corporation.

I. Children of Divorced Parents

Children of divorced parents may attend school in this Corporation without the payment of tuition if one (1) parent resides in this Corporation and a timely election is made utilizing the "Custodial Statement and Agreement: Divorce, Separation, or Abandonment" form provided by the Indiana State Board of Education.

The parent with physical custody of the student or the student, if the student is at least eighteen (18) years of age, must notify the Superintendent or designee of the school corporation in which the parents/student seek to have the student enrolled of their election to enroll in the Corporation. The election shall be made on a yearly basis and applies throughout the school year unless the student's parent no longer resides within the attendance area of the Corporation.

- J. A student who has been expelled from another school corporation or who is expelled from a nonpublic school or withdraws from a public or a nonpublic school to avoid expulsion and seeking enrollment in the Elkhart Community Schools must meet with the Assistant Superintendent of Student Services or designee. Such student may be enrolled in the Corporation in compliance with I.C. 20-33-8-20 during the actual or proposed expulsion provided:

# policy

1. the student's parent informs the Corporation of the student's expulsion or withdrawal to avoid expulsion;
2. the Corporation consents to the student's enrollment;
3. the student agrees to the terms and conditions of enrollment established by the Corporation;
4. the student accepts the placement proposed by the Assistant Superintendent of Student Services or designee.

Such students will not be charged tuition if they do not have legal settlement in the Corporation, unless otherwise required by law.

If a student's parent fails to inform the Corporation of the expulsion or withdrawal to avoid expulsion or the student fails to follow the terms and conditions established for enrollment, the Corporation may withdraw consent and prohibit the student's enrollment during the period of the actual or proposed expulsion. Before consent is withdrawn, the student must be given an opportunity for an informal meeting with the Assistant Superintendent of Student Services or designee. At the informal meeting, the student is entitled to:

1. a written or verbal statement of the reasons for the withdrawal of consent;
2. a summary of the evidence against him/her;
3. an opportunity to explain his/her conduct.

L. Students whose parents do not have legal settlement within the Corporation but who present evidence they will move into the Corporation within a short period of time may enroll in the schools.

LM. Nonresident students may be accepted into the Summer School Program provided by this Corporation but may be required to pay a different tuition.

# policy

## Transfer Students

In addition to students with legal settlement in the Corporation, students without legal settlement in the Corporation (hereafter referred to as “transfer students”) will be enrolled in compliance with I.C. 20-26-11-32 and the following procedure:

- A. Annually, the Board will establish the number of transfer students that can be accepted in each grade level.
- B. The Board will establish a date by which requests to enroll a transfer student must be submitted to the Superintendent. This date shall be submitted to the Indiana Department of Education and published on the Corporation Internet website.
- C. Requests to enroll a student without legal settlement in the Corporation shall not be denied if the student to be transferred:
  1. has been enrolled in the Corporation in the prior school year;
  2. is a member of a household in which any other member of the household is a student in good standing, as defined by Board policy, in the transferee school; or
  3. has a parent who is an employee of the Corporation.
- D. If the number of requests to enroll in each grade level exceeds the number established by the Board reduced by the number of transfers that may not be denied as described in paragraph (C) above, the students to be enrolled in each grade level shall be determined by random selection in which each application submitted on or before the date established by the Board pursuant to paragraph (A) above has an equal chance of being selected.

Pursuant to State law, a student’s application to transfer to the Corporation may be revoked or denied if the student has been suspended for ten (10) or more school days, or suspended or expelled for possession of a firearm, deadly weapon, or a destructive device, causing physical injury to a person, or a violation of the Corporation’s drug or alcohol rules during the twelve (12) months preceding the student’s request to transfer.

# policy

**BOARD OF SCHOOL TRUSTEES**  
**ELKHART COMMUNITY SCHOOLS**

STUDENTS  
**Proposed Revised** 5111/page 5 of 5

For purposes of computing the number of days of suspension of the student requesting enrollment, student discipline received from a teacher pursuant to I.C. 20-33-8-25(b)(7) and I.C. 20-26-11-32(j) shall be included in the calculation of the number of school days that a student has been suspended.

No transfer student shall be accepted for enrollment for athletic reasons.

I.C. 20-18-2-11 (legal settlement defined)

I.C. 20-33-2-12 (transfer to another accredited or non-accredited school)

I.C. 20-33-8-17 (expulsion for lack of legal settlement)

I.C. 20-26-11-1 (residence defined)

I.C. 20-26-11-2.5 (divorced parent election)

I.C. 20-26-11-6(e) (option to not charge transfer tuition)

I.C. 20-26-11-32 (lottery selection of student transfer requests, HEA 1381 – 2013)

Plyer v. Doe, 457 U.S. 202 (1982) (State Statute denying free public education to illegal immigrants violated the Equal Protection Clause of the Fourteenth Amendment)

Divorced Parents Agreement:

<http://www.doe.in.gov/sites/default/files/legal/formiii.pdf>

Third Party Agreement:

<http://www.doe.in.gov/sites/default/files/legal/custodialstatementinstructions.pdf>

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| ~~September 12, 2017~~ April 10, 2018

# policy

**BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS**

STUDENTS  
**Proposed Revised** 5120/page 1 of 2

## ASSIGNMENT OF STUDENTS TO SCHOOLS AND PROGRAMS WITHIN THE SCHOOL DISTRICT

Article 8, Section 1 of the Indiana Constitution establishes a right to a tuition free education in an Indiana public school district. The Indiana Student Legal Settlement statute, I.C. 20-26-11 establishes which Indiana ~~public~~ Public School District a student has a right to attend. Attendance at a particular school or program is ~~established by Board Policy 5120~~ governed by this policy and the administrative guideline ~~that~~ which implements ~~this~~ that policy.

The Board directs ~~that~~ the assignment of students to schools and programs within the School District be consistent with the effectiveness of the instruction of students and the best use of the ~~Board's~~ Corporation's resources.

The Board shall determine the school attendance areas in the Corporation and the students in each attendance area shall attend the school or program designated by the Board.

When directed by the Board, the Superintendent shall review attendance areas and recommend changes as may be justified by:

- A. student safety, transportation, distance, natural barriers (rivers), and travel time;
- B. financial and administrative efficiency;
- C. the effectiveness of the instructional program or the opportunity to bring together students who would benefit from a curricular component that can only be offered at a single or limited number of sites in the School District;

The Superintendent may assign a student to a school or program other than the school serving the attendance area established by the Board if the exception is consistent with the interests of the student and Board. A decision to assign a student to a school or program other than the school or program that serves the attendance area in which a student resides shall be based upon academic, safety or family considerations and shall not be made solely for participation in extracurricular activities.

# policy

**BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS**

STUDENTS  
Proposed Revised 5120/page 2 of 2

When consistent with the interests of the students and the Board, students living in the same household may be assigned to the same school or program.

A principal shall assign students in a school to grades, classes, groups, and programs based on the needs of the students and the Board.

Article 8, Section 1 Indiana Constitution

I.C. 20-26-5-4(2), (13) and (18)

I.C. 20-26-11

Parents Involved in Community Schools v Seattle, 551 U.S. 701 (2007)

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~~January 1, 2017~~ April 10, 2018

Proposed Revised Administrative RegulationASSIGNMENT OF STUDENT TO SCHOOLS, CLASSES, GRADES, AND PROGRAMS WITHIN THE SCHOOL CORPORATION

~~Article 8, Section 1 of the Indiana Constitution establishes an Indiana student's right to a tuition free education in an Indiana public school district. The Indiana Legal Settlement statute, I.C. 20-26-11, establishes which Indiana public school district(s) a student has a right to attend.~~ Attendance at a particular school or program is established by Board Policy 5120 and this administrative regulation which implements that Board Policy. All inquiries regarding student assignment within the building shall initially be directed to the Principal of the school the student is assigned to attend.

School, Grade Level, and Program Assignment/Transfer

Student assignment to a school shall be determined by the attendance areas established by the Board. Changes in attendance areas may be made by the Board as needed.

When a parent/guardian requests their student attend a school other than the one their student is assigned to attend, the parent must request a transfer form from the Assistant Superintendent of Student Services or designee.

TransfersSection 1. In General

- A. Transfer from or to the Elkhart Community Schools as well as transfers from other surrounding school districts shall be provided by law and as incorporated in Elkhart Community Schools' policies and administrative regulations.
- B. Regular Resident Transfers within the Elkhart Community Schools attendance area may be granted by the Assistant Superintendent of Student Services or designee for a period not to exceed the current school year. Successive transfers may be granted. Transfer approvals for students enrolled in grades nine through twelve do not guarantee athletic participation. The Athletic Director at each high school shall determine if a student is eligible to participate in athletics.
- C. A transfer shall not be granted for the purpose of participating in any extra-curricular activity in the school to which the transfer is requested; incoming ninth grade students transferring pursuant to this policy shall not be eligible to participate in extra-curricular activities during the student's ninth grade year unless the Principals at both high schools approve the request. Students transferring for the student's tenth, eleventh, or twelfth grade year shall be subject to the IHSAA's rules for transferring students.

Section 2. Requests for Transfer

All initial requests for transfer within the Elkhart Community Schools district shall be filed with the Assistant Superintendent of Student Services or designee. The request shall specifically state the reasons for the transfer and provide such documentation as the Assistant Superintendent or designee may require.

- A. Parent(s)/Guardian(s) (or emancipated student) requests are to be acted upon within two weeks after receiving them.
- B. Parent(s)/Guardian(s) (or emancipated student) requests to extend an existing transfer for the subsequent year may be submitted during the second semester of the current school year.
- C. Parent(s)/Guardian(s) (or emancipated student) must complete an initial transfer for students promoted to middle school or high school if they wish their child to attend a different school outside their attendance area.

Section 3. Reasons for Transfers

Transfers may be granted for any of the following reasons in accordance with the procedures in administrative regulation JECBB:

- A. To accommodate parent(s)/guardian(s) (or emancipated student) requests encompassed in Section 2A, students residing in the school corporation but not within the attendance area of a specific school as described in Administrative Regulation JC as well as students from other surrounding school districts may be granted a transfer as students in another school in the district on an annual basis after considering 1, 2, 3, 4, 5, 6, and 7:
  - 1. the request is for valid educational reasons;
  - 2. the student is in good standing in their school in the Elkhart Community Schools or other institution (private or parochial school) most recently attended;
  - 3. no section or class will be overcrowded by their attendance as determined by the Assistant Superintendent of Student Services or designee;
  - 4. enrollment of the student will not adversely affect the programming of student in the school requested;
  - 5. no increase of staff will be required;
  - 6. parents, guardians, or custodians agree to provide transportation to and from school; and
  - 7. the request is not for athletic or any other extracurricular purposes.
- B. To prevent undue personal hardship for any student or student's family as determined by the Assistant Superintendent of Student Services or designee

after considering 1, 2, 3, and 4:

1. hardship reasons as stated on the request and shall be defined as follows:
    - a. the need for child care before or after school for the impacted elementary student(s);
    - b. family conflict;
    - c. compliance with a court order;
    - d. demonstrable evidence of a physical and/or psychological risk of harm to student(s) (applications stating the foregoing as a reason for the transfer must be accompanied by a statement from the student(s)' treating physician or mental health professional. This statement should include the need for the request, the duration of treatment, including information regarding the number of occasions where these issues were addressed by the treatment provider and the student); and
    - e. other circumstance of a similar nature.
  2. enrollment numbers in the class(es) and programs at the receiving school;
  3. information obtained as a result of the Assistant Superintendent's or designee's consultation with the principal or other designated staff person from each building or program; and
  4. the parent/guardian (or emancipated student) shall provide a signed written release authorizing the Assistant Superintendent of Student Services or designee to obtain information, including medical and treatment records.
- C. To provide educational continuity in the following instances of transfer within the Elkhart Community Schools district:
1. students in any grade who, along with their family, change residence after the first grading period has ended;
  2. sixth grade students who, along with their family, change residence after the school year has begun;
  3. eighth grade students who, along with their family, change residence after the school year has begun;
  4. high school students who, along with their family, change residence after the school year has begun or who change residence after completing the eleventh grade; or
  5. special circumstances such as
    - a. siblings of students who, by virtue of special needs, are assigned to a school other than their school of residence;
    - b. maintaining continuity of family affiliation for students residing within district boundaries whose siblings are

- currently attending or recently completed at the school for which the transfer is being requested; or
- c. students meeting the definition of homeless under the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.) who wish to continue attending their school of origin for the duration of ~~their homelessness~~ the school year in which they have homeless status.
  - d. students placed into foster care should follow state guidelines for school of attendance.

#### Section 4. Conditions of Residential and Non-residential Transfers

All transfers are conditional upon the transferred student maintaining satisfactory attendance and behavior.

- A. The Assistant Superintendent of Student Services or designee may rescind transfers at ~~any time~~ anytime if satisfactory attendance is not maintained as identified by
  1. attendance rate below 95% and/or
  2. ten (10) or more tardies during the school year.

Before a transfer is rescinded, the principal or designee shall provide written notice to the parent(s)/guardian(s) (or emancipated student) of the need to meet to address attendance concerns. If, after three (3) attempts to conduct a meeting, the parent(s)/guardian(s) (or emancipated student) fail to meet with the principal or designee, the principal shall request the Assistant Superintendent of Student Services or designee to rescind the transfer. The Assistant Superintendent of Student Services or designee shall provide the parent(s)/guardian(s) (or emancipated student) with written notice of the rescinding of the transfer.

- B. The Assistant Superintendent of Student Services or designee may rescind a transfer at the end of the semester or year-end if satisfactory behavior is not maintained. Before a transfer is rescinded, the principal or designee shall provide written notice to the parent(s)/guardian(s) (or emancipated student) of the need to meet to review all behavior and all interventions.

The Assistant Superintendent of Student Services or designee may revoke or deny a student's application to transfer to the Corporation immediately if the student has been suspended for ten (10) or more school days, or suspended or expelled for possession of a firearm, deadly weapon, or a destructive device, causing physical injury to a person, or a violation of the Corporation's drug or alcohol rules during the twelve (12) months preceding the student's request to transfer.

If, after three (3) attempts to conduct a meeting, the parent(s)/guardian(s) (or emancipated student) fails to meet with the principal or designee, the principal shall request the Assistant Superintendent of Student Services or designee to rescind the transfer. The Assistant Superintendent of Student Services or designee shall provide the parent(s)/guardian(s) (or emancipated student) with written notice of the rescinding of the transfer.

#### Section 5. Transportation

Parents/Guardians (or emancipated students) are responsible for transportation when resident and non-resident transfers, either regular or permanent, are approved, unless exceptions are set forth in other sections of this policy, or under state or federal law.

#### Section 6. Transfers Procedures

##### A. Procedure for Submission of Initial Request for Transfer

Parent(s)/Guardian(s) of students seeking a resident transfer into a district school other than the one in which the student resides shall submit a request in person to the Student Services Department. In addition to student demographic information, the request is to include the reason(s) for the request and assurance on the part of the parent(s)/guardian(s) that, if the resident transfer is granted, the student will maintain acceptable attendance and behavior or risk having the transfer rescinded.

The request shall be reviewed by the Assistant Superintendent of Student Services or designee, considering factors specified in Board Policy 5120. Parent(s)/Guardian(s) will be notified of the decision to approve or deny the resident transfer. Notice will be provided to the transfer school when a resident transfer is approved.

##### B. Procedure for Determining Renewals of Transfers

By the end of the third grading period of the school year in which a resident transfer has been granted, the building principal of the transfer school will review existing transfers to determine if renewal of the transfer will be granted and provide these determinations to the Student Services [Department Supervisor](#). In instances when the principal does not rule in favor of renewal, further review will be conducted by the Student Services [Department Supervisor](#). By the beginning of May, parent(s)/guardian(s) will be notified by the Student Services Department of the renewal or denial of transfer for the subsequent school year. For resident transfers granted after the third grading period, the review process will occur prior to the beginning of the new school year.

##### C. Appeal Rights

In the event a request is denied, parent(s)/guardian(s) (or emancipated students) may appeal by phone or in person with the Assistant Superintendent of Student Services or designee. The denial of an appeal may be further appealed to the Superintendent in writing within 10 days of the decision of the Assistant Superintendent of Student Services. The Superintendent/designee shall determine whether the denial of a request is in conformance with applicable Board Policies and Administrative Regulations by the Assistant Superintendent of Student Services. The Superintendent/designee's decision shall be final.

When a household relocates within the School District during the school year, the students from that household may continue their education at their original school for the balance of the school year in which they relocate if the parent/guardian provides transportation to/from school.

Section 8. Class and Grade Assignment/Transfer

Assignment of students to classes and grade level within a school or program shall be made by the principal after consultation with relevant staff.

| ~~February 24, 2009~~ April 10, 2018



## INSTRUCTIONAL LEADERSHIP

PHONE: 574-262-5559



## ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER  
2720 CALIFORNIA ROAD • ELKHART, IN 46514  
PHONE: 574-262-5500

March 26, 2018

TO: Board of School Trustees  
FROM: William Kovach  
RE: New Course for (2018-19 school year):

### **Industrial Technical Maintenance I (Mechatronics I)**

#### ***Essential Questions and Standards***

Core Standard 1: Students apply appropriate safety, health, and environmental procedures to all operations per state, federal and industrial guidelines to safely perform operations.

Core Standard 2: Students evaluate the fundamentals of mechanical systems to perform maintenance and repair procedures.

Core Standard 3: Students analyze basic hydraulic systems to complete repair and maintenance tasks.

Core Standard 4: Students establish an understanding of basic pneumatic systems to repair and maintain equipment

#### ***Assessments***

End of Course Assessments from post-secondary partners, quizzes, tests, hands on projects.

#### ***Student Activities***

Developing diagnostic and problem solving skills related to electric circuits, wiring, motors, robotics, hydraulics and pneumatics

#### ***Wording of the course description to be offered in the curriculum guide***

Students will experience technical knowledge and hand-on skills to repair and maintain industrial machinery and equipment. Internship opportunities will be available at local industry and manufacturing plants.

#### ***Student needs met by this course***

Directed elective for all diploma pathways, job placement upon completion, certifications in the field of manufacturing/engineering, and quantitative reasoning.

#### ***College and Career Pathway***

CTE Trade and Industry: Industrial Technology

#### ***Data to support the demand for this course***

Business partner requests, student inquiry and post-secondary inquiry.

***Expected improved outcome***

Student will increase their knowledge of technical maintenance, hydraulics, pneumatics, robotics and problem solving skills.

**REQUIRED RESOURCES**

***Software/Hardware:***

Amatrol Trainers and requisite software, robotic arm(s) and 3-phase motors.

***Digital content:***

Conexus software, on-line curriculum and software needed for assessment and certifications.

***Materials/Supplies:***

Consumables needed to perform the various hands on activities necessary to cover the curriculum include:

Wire (various gauges)

Fuses

Tapes (plumbers, electrical, duct)

3D printer filament

Electrical connectors

Batteries (various)

Pneumatic tubing

Pneumatic fittings

Fasteners

Solder

Wood (Various)

***Printed material, text:***

All text and resource materials will be on-line

**THE OPPORTUNITY COST AND INSTRUCTIONAL CAPACITY:**

Current staff can start the program, but we will look to expand in the future to meet the expanding demand for students with these skills. The increasing needs of our industry partners and expected student growth will help determine the timeline for this.

***State Subject Code:***

IDOE 5686

***Is the course eligible for Dual Credit? (Yes/No)***

Yes

***Number of credits per semester:***

3

***Graded? (Yes/No)***

Yes

***GPA? (Yes/No)***

Yes

***GPA Added Value (weighted)? (Yes/No)***

No



***Credit Type for Graduation Progress:***

Elective

***Additional comments:***

This course (CTE program) meets a need strongly identified by the manufacturing business partners in our community. It will also give us a tool for developing a high demand/high wage pathway for the students of ECS.



## Course Number Assignment Form

Please furnish all information for new courses. For title changes to existing courses, list the existing course number and new title.

Course Number	Course Title (State Course Title if applicable)	State Subject Code	Eligible For Dual Credit (Y/N)	Credit	Graded (Y/N)	GPA (Y/N)	GPA Added Value (weighted)	Credit Type for Graduation Progress	Comments
Z7811	Industrial Technical Maintenance I (Mechatronics I)	IDOE 5686	Yes	6	Yes	Yes	No	Elective	This course (CTE program) meets a need strongly identified by the manufacturing business partners in our community. It will also give us a tool for developing a high demand/high wage pathway for the students of ECS.

All course titles must match the state approved list. If a state waiver has been granted, please note the course number and approval date below.

\_\_\_\_\_ Date 3/23/18

Assistant Superintendent for Instruction

*Following approval forward to the Business Office, Curriculum and Instruction, and Data Processing.*



## INSTRUCTIONAL LEADERSHIP

PHONE: 574-262-5559



## ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER  
2720 CALIFORNIA ROAD • ELKHART, IN 46514  
PHONE: 574-262-5500

March 26, 2018

TO: Board of School Trustees  
FROM: William Kovach  
RE: New Course for (2018-19 school year):

### **Industrial Technical Maintenance II (Mechatronics II)**

#### ***Essential Questions and Standards***

Core Standard 1: Students analyze electrical systems to perform maintenance and repair processes.

Core Standard 2: Students analyze electronic control systems to perform maintenance and repair procedures.

Core Standard 3: Students examine process control systems to maximize life and output.

Core Standard 4: Students perform welding processes to maintain machine components.

Core Standard 5: Students perform appropriate procedures to maintain the working life of piping

#### ***Assessments***

End of Course Assessments from post-secondary partners, quizzes, tests, hands on projects.

#### ***Student Activities***

Developing diagnostic and problem solving skills related to electric circuits, wiring, motors, robotics, hydraulics and pneumatics. In addition, student will perform activities related to welding processes and piping.

#### ***Wording of the course description to be offered in the curriculum guide***

This course builds on the skills learned in Mechatronics I. Students will gain classroom and practical experiences that will prepare them to apply the technical knowledge and skills needed to repair and maintain industrial machinery and equipment. Instructional activities will focus on electrical systems, electronic and process control systems, welding and piping maintenance processes. Instruction includes in-depth training in diagnostic processes and problem solving skills.

#### ***Student needs met by this course***

Directed elective for all diploma pathways, job placement upon completion, certifications in the field of manufacturing/engineering, and quantitative reasoning.

#### ***College and Career Pathway***

CTE Trade and Industry: Industrial Technology

WHERE LEARNING HAS NO LIMITS

**Data to support the demand for this course**

Business partner requests, student inquiry and post-secondary inquiry.

**Expected improved outcome**

Student will increase their knowledge of technical maintenance, hydraulics, pneumatics, robotics and problem solving skills. In addition, students will increase their knowledge on electrical systems, as well as electronic and process control systems.

**REQUIRED RESOURCES**

**Software/Hardware:**

Amatrol Trainers and requisite software, robotic arm(s) and 3-phase motors.

**Digital content:**

Conexus software, on-line curriculum and software needed for assessment and certifications.

**Materials/Supplies:**

Consumables needed to perform the various hands on activities necessary to cover the curriculum include:

Wire (various gauges)

Fuses

Tapes (plumbers, electrical, duct)

3D printer filament

Electrical connectors

Batteries (various)

Pneumatic tubing

Pneumatic fittings

Fasteners

Solder

Wood (Various)

**Printed material, text:**

All text and resource materials will be on-line.

**THE OPPORTUNITY COST AND INSTRUCTIONAL CAPACITY:**

Current staff can start the program, but we will look to expand in the future to meet the expanding demand for students with these skills. The increasing needs of our industry partners and expected student growth will help determine the timeline for this.

**State Subject Code:**

IDOE 5688

**Is the course eligible for Dual Credit? (Yes/No)**

Yes

**Number of credits per semester:**

3

**Graded? (Yes/No)**

Yes



**GPA? (Yes/No)**

Yes

**GPA Added Value (weighted)? (Yes/No)**

No

**Credit Type for Graduation Progress:**

Elective

**Additional comments:**

This course (CTE program) meets a need strongly identified by the manufacturing business partners in our community. It will also give us a tool for developing a high demand/high wage pathway for the students of ECS.



## Course Number Assignment Form

Please furnish all information for new courses. For title changes to existing courses, list the existing course number and new title.

Course Number	Course Title (State Course Title if applicable)	State Subject Code	Eligible For Dual Credit (Y/N)	Credit	Graded (Y/N)	GPA (Y/N)	GPA Added Value (weighted)	Credit Type for Graduation Progress	Comments
Z7812	Industrial Technical Maintenance II (Mechatronics II)	IDOE 5688	Yes	6	Yes	Yes	No	Elective	This course (CTE program) meets a need strongly identified by the manufacturing business partners in our community. It will also give us a tool for developing a high demand/high wage pathway for the students of ECS.

All course titles must match the state approved list. If a state waiver has been granted, please note the course number and approval date below.

W. K. ...

Assistant Superintendent for Instruction

3/23/18

Date

*Following approval forward to the Business Office, Curriculum and Instruction, and Data Processing.*

August 14, 2012

What is the title of the grant?	What is the name of the granting agency/entity?	Please list school/entity applying.	Individual/contact applying for the grant?	What is the amount applied for?	How will the grant funds be used and who will oversee the management of the grant?	Please explain how the grant funds will be used to support the district vision, focus, and goals.	Please outline the grant budget for the funds requested.
1003 Tier III School Improvement	IDOE	Roosevelt and Pierre Moran	Beth A. Williams	\$20,000 (\$10,000 per school)	Professional development for implementing a systems-based approach to school improvement professional learning	Creating and implementing a systems-based approach to school improvement professional learning	Travel expenses, stipends, materials and substitutes for professional development

ELKHART COMMUNITY SCHOOLS  
OVERNIGHT TRIP REQUEST

School: EACC

Class/Group: Skills USA

Number of Students: 140

Date/Time Departing: April 13, 2018 6:45 AM

Date/Time Returning: April 14, 2018 10 PM

Destination: Indianapolis, IN  
City State

Overnight facility: Confort Inn, 2500 Executive Dr, Indianapolis, IN

Mode of Transportation: Bus

Reason for trip: State contest for SkillsUSA

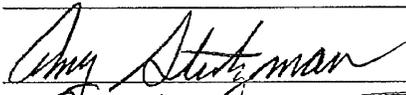
Names of chaperones: Amy Stutzman, Ryan Gortney, Angee Gortney, Pete Pica, Tracy Teegarden, Denis Teegarden, Jon Cheavlier, Amber Kosar, Jeff Lindke, Marty Hostefler, Mike Maloney, Pete Lentinsky, Jamie Stith, Justin Wiard, Lourie Hund-Sch, & Michele Zachary

Cost per student: \$70.00

Describe Plans for Raising Funds or Funding Source: \_\_\_\_\_

Plans to defray costs for needy students: Students will talk to Adivors

Are needy students made aware of plans? Yes

Signature of Teacher/Sponsor: 

Signature of Principal:  Date: 3/30/18

\*\*\*\*\*  
Send to Assistant Superintendent for Instruction for approval and for submission to Board of School Trustees

Approval of <sup>Deputy</sup> Assistant Superintendent:  Date: 3/30/18

Approval by Board: \_\_\_\_\_

(All overnight trips require prior approval by Board Policy IICA.)

November 11, 2009

REC'D 3/30/18

ELKHART COMMUNITY SCHOOLS  
OVERNIGHT TRIP REQUEST

School: EACC

Class/Group: AG/Motorecycle and Outdoor Power Technology

Number of Students: 4

Date/Time Departing: 4/20/2018 6:00am

Date/Time Returning: 4/21/2018 4:00pm

Destination: Greenwood IN  
City State

Overnight facility: LaQuinta INN 1281 S Park Dr, Greenwood, IN 46143

Mode of Transportation: Truck

Reason for trip: State Contest for FFA Small Engines

Names of chaperones: Ryan Gortney

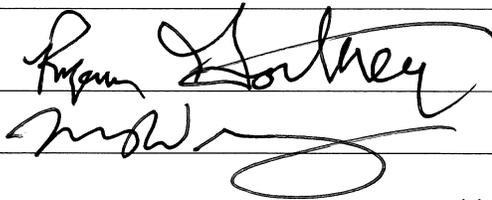
Cost per student: \$50.00

Describe Plans for Raising Funds or Funding Source: Me

Plans to defray costs for needy students: I will help

Are needy students made aware of plans? Yes

Signature of Teacher/Sponsor



Signature of Principal:



Date: 3/22/18

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Send to Assistant Superintendent for Instruction for approval and for submission to Board of School Trustees

Deputy  
Approval of Assistant Superintendent:



Date: 3/27/18

Approval by Board:

ELKHART COMMUNITY SCHOOLS  
OVERNIGHT TRIP REQUEST

School: Elkhart Central & Elkhart Memorial  
Class/Group: ELK Logics Robotics  
Number of Students: 25  
Date/Time Departing: April 12<sup>th</sup> 2018  
Date/Time Returning: April 14<sup>th</sup> 2018  
Destination: Kokomo Memorial Gymnasium Kokomo IN  
Overnight Facility: Comfort INN 522 Essex Dr. Kokomo IN 46901  
Mode of Transportation: School White Buses (2)  
Reason for Trip: Indiana State Championship 2018

Names of Chaperones: Nick Seidl, Todd Miller, Cheryl Ann Miller,  
Mike Stevens, Ted Bly

Cost per Student: \$60.00

Describe Plans for Raising Funds or Funding Source: Donations from local businesses

Plans to Defray Costs for Needy Students: yes

Are Needy Students Made Aware of Plans? yes

Signature of Teacher/Sponsor: [Signature]

Signature of Principal: [Signature]

Date: 3/30/18

Send to Assistant Superintendent for Instruction for approval and for submission to the Board of School Trustees/  
Deputy Assistant Superintendent: [Signature] Date: 3/30/18

Approved by Board: \_\_\_\_\_

(All overnight trips require prior approval by Board Policy IICA.)

RECD. 3/30/18

**ELKHART COMMUNITY SCHOOLS**

**Elkhart, Indiana**

DATE: April 2, 2018  
 TO: Dr. Robert Haworth, Superintendent  
 FROM: Dr. David Benak *DRB*  
 RE: **Conference Leave Requests Paid Under Carl D. Perkins Grant  
 April 10, 2018 - Board of School Trustees Meeting**

2017- 2018 CONFERENCES	EXPENSES	SUBSTITUTE
<p><b>State FFA Small Engines Competition</b></p> <p>I have 2 state qualified teams to compete at the state contest. Students will also get to practice and display skills at the UTI compus prior to the contest in front of several grate school students. My students will earn scholarship dollars for college.</p> <p>Greenwood, IN                      April 20 - 21, 2018                      Ryan Gortney (1-5) 1 day absence</p> <p>Career &amp; Technical Student Organizations Competitions</p>	\$514.00	\$95.00
<p><b>America's Beauty Show</b></p> <p>I am scheduled to take numerous classes including topics for cosmetology skills in haircoloring as well as classes for leadership and how to elevate the salon experience. All of the information gathered in these classes is relevant to the current needs in the cosmetology industry.</p> <p>Chicago IL                      April 28 - 29                      Amy Stutzman (1-0) 0 days absence</p> <p>Program/Industry Specific Career &amp; Technical Education</p>	\$341.00	\$0.00
<p><b>Dual Credit Program Update</b></p> <p>This is annual training and update for EACC to continue to offer the college credit through Vincennes University.</p> <p>Vincennes, IN                      May 5 - 6, 2018                      Ryan Gortney (2-6) 1 day absence</p> <p>College Credentials</p>	\$328.00	\$95.00
<b>TOTAL</b>	<b>\$1,183.00</b>	<b>\$190.00</b>

2017- 2018 CONFERENCES	EXPENSES	SUBSTITUTE
2017-18 YEAR-TO-DATE PERKINS FUNDS	\$30,103.59	\$3,375.00
GRAND TOTAL	\$31,286.59	\$3,565.00

# ELKHART COMMUNITY SCHOOLS

Elkhart, Indiana

DATE: March 30, 2018  
 TO: Dr. Robert Haworth, Superintendent  
 FROM: Dr. Dawn McGrath *Dawn J. McGrath*  
 RE: **Conference Leave Requests**  
**April 10, 2018 - Board of School Trustees Meeting**

**The following requests for excused absences are recommended for approval:**

2017 - 2018 CONFERENCES	EXPENSES	SUBSTITUTE
<p><b>RTI AT WORK</b>                      This conference will provide information and support in creating a systematic intervention system that ensures each child is receiving the time and support needed to achieve success.</p> <p>New Orleans, LA                      April 11 - 12, 2018 (3 day's absence)</p> <p style="padding-left: 40px;">SONDRA FLORA - BECK (1-3)                      TRACEY KIZYMA-WHITMYER - BECK (1-3)                      MICHELLE MAHAFFEY - BECK (1-3)</p>	\$7,180.01	\$570.00
<p><b>SKILLS USA</b>                      Accompanying students to the State Skills USA competition.</p> <p>Indianapolis, IN                      April 13 - 14, 2018 (1 day's absence)</p> <p style="padding-left: 40px;">JON CHEVALIER - EACC (0-0)                      RAY COLLINS - EACC (0-0)                      CASSIE CONROD - EACC (1-5)                      BRANDON EAKINS - EACC (1-3)                      ANGEE GORTNEY - EACC (0-0)                      RYAN GORTNEY - EACC (2-8)                      MARTIN HOSTETLER - EACC (1-3)                      LAURIE HUND-SCHIEBER - EACC (0-0)                      AMBER KOSAR - EACC (0-0)                      DAVID KRIEGEL - EACC (1-3)                      PETE LESTINSKY - EACC (0-0)                      JEFF LINDKE - EACC (0-0)                      MIKE MALONEY - EACC (0-0)                      MARGARITA McCLAIN - EACC (0-0)                      TRACY PLANK-TEEGARDEN - EACC (0-0)                      WARREN SEEGER - EACC (0-0)                      JAIME STITH - EACC (0-0)                      AMY STUTZMAN - EACC (1-3)                      DENNIS TEEGARDEN - EACC (0-0)</p>	\$2,521.00	\$1,995.00

<b>2017 - 2018 CONFERENCES</b>	<b>EXPENSES</b>	<b>SUBSTITUTE</b>
MATT WERBIANSKY - EACC (1-3) JUSTIN WIARD - EACC (0-0) MICHELE ZACHARY - EACC (0-0)		
<b>CONTINUOUS IMPROVEMENT SYSTEM</b> This conference will provide institutions with a continuous process of improvement that includes guidance and support for AdvancED. Lansing, MI April 17, 2018 (1 day's absence) BRADLEY SHEPPARD - ESC (2-5)	\$300.00	\$0.00
<b>MITTEN CI (COMPREHENSIBLE INPUT) CONFERENCE 2018</b> This conference will provide the opportunity to learn from experts as the Spanish department will be moving from traditional grammar based instruction to the comprehensible input instruction model next school year. Saline, MI April 20 - 21, 2018 (1 day's absence) TAMI EDER - MEMORIAL (0-0) MELISSA FORBES - CENTRAL (0-0) STEPHANIE SCALISE - MEMORIAL (0-0) APRIL SCHNEIDER - CENTRAL (0-0) MELISSA SHORT - CENTRAL (0-0) JASON WESTBROOK - CENTRAL/MEMORIAL (0-0)	\$2,426.80	\$570.00
<b>EXPLORING CURRICULUM DESIGN</b> This conference will provide sessions to dig deeper into the curriculum journey by exploring different aspects of curriculum development. Indianapolis, IN June 5, 2018 (1 day's absence) BRADLEY SHEPPARD - ESC (3-6)	\$278.00	\$0.00
	<b>\$12,705.81</b>	<b>\$3,135.00</b>
2017 YEAR-TO-DATE GENERAL FUNDS	\$23,813.84	\$1,805.00
2018 YEAR-TO-DATE GENERAL FUNDS	\$10,839.94	\$760.00
2017 YEAR-TO-DATE OTHER FUNDS	\$262,471.70	\$18,360.00
2017 YEAR-TO-DATE ADJUSTMENTS	(\$270.00)	\$0.00
2018 YEAR-TO-DATE OTHER FUNDS	\$65,232.34	\$3,325.00
2018 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
<b>GRAND TOTAL</b>	<b>\$362,087.82</b>	<b>\$24,250.00</b>

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



**HUMAN RESOURCES**

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**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: DR. ROBERT HAWORTH**  
**FROM: MS. CHERYL WAGGONER**  
**DATE: APRIL 10, 2018**

**PERSONNEL RECOMMENDATIONS**

**CERTIFIED**

- a. **New Certified Staff** – We recommend the following new certified staff for employment in the 2017-18 school year:

**Heather Ashton**

**Roosevelt/Grade 5**

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

**Megan Hunsberger**

Began: 8/12/13

**Riverview/Speech Pathologist**

Resign: 6/8/18

**Melissa Jennette**

Began: 8/2/04

**Bristol/Principal**

Resign: 6/15/18

**Jennifer Pummill**

Began: 1/16/18

**Osolo/Grade 6**

Resign: 3/30/18

**Savannah Smith**

Began: 8/13/14

**Riverview/Special Education**

Resign: 6/8/18

**Jeffery Wallace**

Began: 8/15/17

**West Side/Social Studies**

Resign: 6/8/18

- c. **Maternity Leave** – We recommend a maternity leave for the following employee:

**Nicole Perry**

Begin: 5/7/18

**Pinewood/Special Education**

End: 6/8/18

- d. **Medical Leave** – We recommend a medical leave for the following employee:

**Jennifer Hinman**

Begin: 4/9/18

**Bristol/Assistant Principal**

End: 6/19/18

**CLASSIFIED**

- a. **Resignation** – We report the resignation of the following classified employees:

**Stacey Borst**  
Began: 8/1/16

**Daly/Secretary**  
Resign: 4/20/18

**Johnny Buford**  
Began: 8/4/16

**Monger/Food Service**  
Resign: 3/22/18

**Brenda McClure**  
Began: 7/30/12

**West Side/Nurse**  
Resign: 4/13/18

- b. **Termination** – We report the termination of the following classified employee:

**Richard Macys**  
Began: 8/15/14

**Transportation/Bus Driver**  
End: 3/26/18  
Board Policy: 3139.01 a, d, f, g

- c. **New Hires** – We recommend regular employment of the following classified employees:

**Andrew Chapman**  
Began: 2/5/18

**Tech Services/Support Tech I**  
PE: 4/2/18

**Cheryl Gibson**  
Began: 2/5/18

**Roosevelt/Food Service**  
PE: 4/9/18

**Raquel Middleton**  
Began: 2/1/18

**Commissary/Food Service**  
PE: 3/29/18

**Tadeeshia Sanders**  
Began: 2/06/18

**Cleveland/Food Service**  
PE: 4/10/18

**Karen Young**  
Began: 2/6/18

**Beck/Paraprofessional**  
PE: 4/10/18

- d. **Revision** – We recommend the rescinding of the resignation reported on the March 13, 2018 Board report of the following employee:

**Yolanda Ivory**

**Osolo/Food Service**

- e. **Parental Leave** - We recommend an unpaid parental leave of the following employee:

**Emily Lewandowski**  
Began: 8/14/18

**Monger/Social Worker**  
End: 6/6/19





HUMAN RESOURCES

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**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: DR. ROBERT HAWORTH**  
**FROM MS. CHERYL WAGGONER**  
**DATE: APRIL 10, 2018**

**ADDENDUM TO PERSONNEL REPORT**

CERTIFIED

- a. **Administrative Appointment** – The administration recommends confirmation of the following administrative appointment effective August 1, 2018:

**Brandon Eakins**

**Career Center/ Career and Technical Education (CTE) Principal**