

AGENDA FOR  
BOARD OF SCHOOL TRUSTEES  
REGULAR MEETING

Elkhart Community Schools  
Elkhart, Indiana

February 27, 2018

CALENDAR

Feb	27	5:00 p.m.	Regular Board Meeting, North Side Middle School
Mar	13	5:30 p.m.	Public Work Session, J.C. Rice Educational Services Center
Mar	13	immediately following	Executive Session, J.C. Rice Educational Services Center
Mar	13	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Mar	20	7:00 a.m.	Public Work Session, J.C. Rice Educational Services Center
Mar	27	5:30 p.m.	Public Work 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. GIFT ACCEPTANCE - The administration recommends Board acceptance with appreciation of recent donations made to Elkhart Community Schools.
- E. MINUTES  
February 13, 2018 – Public Work Session  
February 13, 2018 – Regular Board Meeting
- F. TREASURER'S REPORT

Consideration of Claims

Financial Report – January 1, 2018 – January 31, 2018

Resolution – 2018 Educational Services Center Renovation/Expansion Project – The Business Office recommends Board authorization to enter into a Lease with the Elkhart Community School Building Corporation and to approve the issuance of bonds by the Elkhart Community School Building Corporation regarding improvements at the Educational Services Center.

Resolution – 2018 High School Renovation Project – The Business Office recommends Board amend the Lease with the Elkhart Community School Building Corporation and to approve the issuance of bonds by the Elkhart Community School Building Corporation regarding improvements at the High School.

Resolution – 2018 Elkhart Area Career Center Annex Building Project – The Business Office recommends Board authorization to enter into a Lease with the Elkhart Community School Building Corporation and to approve the issuance of bonds by the Elkhart Community School Building Corporation regarding improvements at the Elkhart Area Career Center Annex Building.

Fund Loans – The Business Office reports on fund loans made at the end of January 2018.

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

Monthly Insurance Update

G. NEW BUSINESS

Board Policy 3410.04CS – Substitute Compensation - The administration presents proposed revisions to Board Policy 3410.04CS – Substitute Compensation and asks to waive 2<sup>nd</sup> reading.

Board Policy 3422.06S Secretarial/Business Compensation Plan - The administration presents proposed revisions to Board Policy 3422.06S Secretarial/Business Compensation Plan and asks to waive 2<sup>nd</sup> reading.

Board Policy 3422.13S Employees in Therapists’ Compensation Plan - The administration presents proposed revisions to Board Policy 3422.13S Therapists’ Positions Compensation Plan and asks to waive 2<sup>nd</sup> reading.

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

H. 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.

I. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

J. ADJOURNMENT



**MARY BECK ELEMENTARY SCHOOL**

818 McDONALD STREET • ELKHART, IN 46516

PHONE: 574-295-4830



**ELKHART COMMUNITY SCHOOLS**

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: February 20, 2018

TO: Dr. Rob Haworth  
Board of School Trustees

FROM: Principal – Tracey Kizyma-Whitmyer  
Teacher – Carla Darr

RE: Donation Approval

Bil Murray and Dina Harris-Murray donated a television and television stand that has been converted into a mobile tech station for student use. The television and stand, valued at approximately \$400, will be available for teachers to check-out and use in their classrooms with students on collaborative projects. iPads and other devices will easily be able to be plugged in and projected in a larger version on the television screen.

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:

Bil Murray and Dina Harris-Murray  
658 Kilbourn St.  
Elkhart, IN 46514



**ELKHART CENTRAL HIGH SCHOOL**  
ONE BLAZER BOULEVARD • ELKHART, IN 46516  
PHONE: 574-295-4700



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

DATE: 2-6-18  
TO: Dr. Rob Haworth  
Board of School Trustees  
FROM: Frank Serge (Principal)  
Ted Elli (Teacher)  
RE: Donation Approval

Elkhart Central High School received a donation check from Nisource Charitable Foundation in the amount \$500.00. The check is in support of the ElkLogics Robotics and will be used for supplies in support of the club.

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:

Nisource Charitable Foundation  
PO Box 30130  
College Station, TX 77842

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

Elkhart Community Schools  
Elkhart, Indiana  
February 13, 2018

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at approximately 5:30 p.m.

Place/Time

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

Absent: Karen S. Carter

ECS Personnel Present:	Tony England Tony Gianesi Rob Haworth Dawn McGrath	Kevin Scott Cheryl Waggoner Bob Woods
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The Board discussed the upcoming retreat, the broadcast ownership questionnaire for WVPE, and agenda items for the regular Board meeting.

Topics Discussed

The meeting adjourned at approximately 6:20 p.m.

Adjournment

APPROVED:

Signatures

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

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

\_\_\_\_\_  
Douglas K. Weaver, Vice President

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

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

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

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

MINUTES  
OF THE REGULAR MEETING  
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools  
Elkhart, Indiana  
February 13, 2018

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

Place/Time

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

Absent: Karen S. Carter

Vice President Doug Weaver called the regular meeting of the Board of School Trustees to order. The pledge of allegiance was recited.

Call to Order

Board Secretary Jeri Stahr recited the Elkhart Promise.

The Elkhart Promise

Mr. Weaver discussed the invitation to speak protocol.

Superintendent's Student Advisory Council (SSAC) representatives introduced themselves: Nolan Grose, a senior from Memorial High School (MHS), has participated in SSAC for four years, and is on the football and baseball teams. Mr. Grose reported MHS had a total of 77 events between band, choir, and orchestra in the months of January and February with qualifying for state solo and ensemble. In sports, boys basketball sectionals will begin on February 27<sup>th</sup>, the draw for sectional play will be Sunday, February 18<sup>th</sup>; girls basketball made it to semi-finals; swim team sectionals are Thursday; and in wrestling, Christian Mejia and Bryton Goering will be participating in the state tournament this weekend. Mr. Grose invited everyone to attend a sendoff for the wrestlers Friday morning. Maria McComish, a sophomore from Central High School (CHS), reported the following athletic successes: Nick Conner and Xander Stroud have advanced to the state wrestling meet; Sydney Dygert and Hadley Malloy both competed at the state level last weekend; Katie Fraser was state runner-up in bowling last Saturday. Ms. McComish also reported on the upcoming vocal and piano competitions; Winter Guard's consistent top five finishes; the spring musical will be James and the Giant Peach; and Blazerfest is set for March 29<sup>th</sup>.

SSAC Representative

By unanimous action, the Board accepted with appreciation the following donations made to Elkhart Community Schools (ECS): \$500 from Dr. and Mrs. Richard Boling to MHS for the girls/boys track team; \$500 from the Elkhart Rotary Club to Monger for the purchase of high interest book series for their library; a Bach Mercedes trumpet (valued at \$300) from Kathy Westgate; \$750 from CTS Corporation to the ElkLogics robotics club for supplies; and \$500 from Global Link Distribution Corp. and \$100 from Ciren Group to CHS for supplies for the dance marathon club.

Gift Acceptance

Rod Roberson, director of co-curricular programming, introduced the following groups of students being recognized for academics, clubs and sports:

Student  
Recognitions

Tracy Korn, co-coach of EFF5 robotics club, introduced team members Daniel Sailor, Evan Sailor (not present), Jayson Margush and Michael Korn. The team recently competed against 27 other teams in the Northwest Indiana Qualifying Tournament, winning the Rockwell Collins Innovate Award for elegant design, ingenuity, and out-of-the-box thinking, as well as qualifying for state championships on February 24th.

Mindy Shaw, Pinewood principal, introduced the members of the Pinewood Science Bowl Team who placed 5th in the recent competition: Andrew Lyon, Christopher Christensen, Anishka Amalnathan, Maria Quintero, Aangee Mehta, Owen Marks, Alessa Sullivan, Jenna Radeline, Jacob Bennett, and Nidhi Patel. A couple of the students gave brief descriptions of some of the science projects including convection and radiation, and land and sea breezes.

Jane Slabaugh, bowling coach, introduced Katie Fraser, a sophomore at CHS, recognizing her second place finish in the state bowling tournament. Mrs. Slabaugh also announced Ms. Fraser has been named to the All-State bowling team.

Brian Buckley, CHS athletic director, thanked the Board for the opportunity to recognize student athletes. Mr. Buckley introduced the following athletes along with their coaches: Wrestling – Nick Conner and Xander Stroud; Swimming – Sydney Dygert and Hadley Malloy; and the girls basketball team, sectional champs - Katey Gaff, Mady Miller, Julee Miller, Trinitee Harris, Devine Johnson, Jayda Miller, Krisen Hunt, Abbey Miller, Ay'Zyana Billings-Tiller, Kaitlyn Costner, Makayla Roundtree, Tayrn Roberson, Evan Hobik, Raleyah Ross, Aujanae Miller, and Michaela Whitaker.

Dan Burton, Pierre Moran band director, introduced Pastor Daniel Forehand and Craig Henkler, project coordinator, of Grace Lutheran Church. The church was presented a partnership award for its on-going contributions of instruments to students. To date, the group has collected, refurbished, and donated 15 instruments. In return for the instruments, the recipients promise to continue to high school band, have no suspensions and participate in a community service project.

Partnership  
Presentation

Jeff Komins, energy education specialist/elementary activities, reviewed the annual energy audit report. Mr. Komins stated ECS had another great year in cost avoidance in 2017, surpassing the previous year's cost avoidance totals for nine out of the 12 months. A new record of \$1,314,497 (32%) in cost avoidance for the 2017 year which is an increase of \$36,540 from last year.

Annual Energy  
Audit Report

By unanimous action, the Board approved the following minutes:  
January 23, 2018 – Public Work Session  
January 23, 2018 – Regular Board Meeting

Approval of  
Minutes

By unanimous action, the Board approved payment of claims totaling \$7,037,245.10 as shown on the February 13, 2018, claims listing. (Codified File 1718-95)

Payment of  
Claims

By unanimous action, the Board approved extra-curricular purchase requests from Pierre Moran Middle School for ISTEP t-shirts in the amount of \$2,868.00; and from Memorial High School for the orchestra to attend the Chicago symphony and food at Giordano's in the amounts of \$4,300.25 and \$1,145.00, respectively.

Extra-  
Curricular  
Purchase  
Requests

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 1718-96)

Fundraisers

The Board was presented proposed revisions to Administrative Regulation GDBA-10 – Miscellaneous Position Pay Schedule as initially presented at the January 23<sup>rd</sup> regular meeting. Doug Thorne, district counsel/chief of staff clarified the revision only pertains to food service subs.

Administrative  
Regulation  
GDBA-10

The Board was presented proposed revisions to Administrative Regulation JC – School District Boundaries regarding Roosevelt as initially presented at the January 23<sup>rd</sup> regular meeting. Mr. Thorne reiterated the revisions clarify the boundaries for the STEAM academy and does not change the house count.

Administrative  
Regulation JC



By unanimous action, the Board approved the submission of the following grants: Lowe's Small Toolbox Educational Grant to Lowe's in the amount of \$2,500 from EACC; and the Elkhart Education Foundation's Spring Extracurricular Grants: MHS ski club \$500 for start-up fees; MHS unified track, \$600 logo on warm-ups; MHS boys and girls golf, \$604.95 for practice equipment; MHS Anime club, \$650 for transportation to convention in Chicago; CHS EFF5 robotics, \$1,250 for Inspiron computers; MHS and CHS, \$2,000 for Washington, DC trip fees; Mary Daly, \$3,194.95 for Dashing Through the Halls project; ECS, \$5,000 to assist with author, Eric Litwin's speaking fees; Monger, \$5,000 for the learning garden and courtyard; and ECS, \$5,000 for rowing club equipment. (Codified File 1718-97)

Grants

By unanimous action, the Board confirmed the following overnight trip requests for CHS: girls basketball to travel to LaPorte for regional competition on February 9 -10, 2018; gymnastics to travel to Logansport, IN for competition on February 9 -10, 2018; swim/dive team to travel to Indianapolis, IN for state competition on February 8 - 10, 2018; and wrestlers to travel to Fort Wayne, IN for semi-state competition on February 9 -10, 2018; and approved an overnight trip request for MHS marching band to travel to Orlando, FL to perform at a theme park, and educational experiences at Kennedy Space Center on April 1 - 7, 2018.

Overnight Trip Request

By unanimous action, the Board approved conference leave requests in accordance with Board policy for staff members as recommended by the administration on the February 13, 2018 listings. (Codified File 1718-98)

Conference Leaves

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

Personnel Report

Consent agreements regarding unpaid time for six (6) certified staff members. (Codified Files 1718-99)

Agreements

Retirement of the following three (3) certified staff members effective the end of the 2017-2018 school year with years of service in parentheses:

Classified Retirement

Cheryl Gough - physical education at Pinewood, (19)

Lynne Gwin - music at North Side, (27)

Susan Holycross - grade 4 at Pinewood, (31)

Resignation of certified staff member, Laurie Kaiser, grade 4 at Hawthorne, 1/24/18.

Certified Resignation

Maternity leave for certified staff member, Jennifer Mohrback, grade 2 at Daly, beginning 2/10/18 and ending 3/9/18.

Parental Leave

<p>Employment of the following eleven (11) classified employees who have successfully completed their probationary period on dates indicated:</p>	<p>Classified Employment</p>
<p>Janet Barnes - food service at Bristol, 1/26/18  Travon Curry - misc. parent/community liaison at Roosevelt, 2/12/18  Courtney Duerksen - custodian at Beardsley, 1/22/18  Katrina Healy - paraprofessional at Cleveland, 2/8/18  Yolanda Ivory - food service at Osolo, 2/12/18  Corey Mull - support tech I at Tech Services, 1/25/18  Rosa Ramirez-Arias - paraprofessional at Hawthorne, 1/22/18  Marvett Roberts - food service at North Side, 1/29/18  Susan Roberts - paraprofessional at Riverview, 1/22/18  Christina Wilds - food service at Memorial, 2/8/18  Mara Zapata Sanchez - paraprofessional at Bristol, 2/8/18</p>	
<p>Resignation of the following six (6) classified employees effective on the dates indicated:</p>	<p>Classified Resignation</p>
<p>Travon Curry - misc. parent/community liaison at Roosevelt, 2/12/18  Laura Allard - food service at Pinewood, 2/16/18  Jalethia Black - food service at Monger, 2/2/18  Gary Sawtelle - director of technology at Tech Services, 3/9/18  Amanda Schenk - paraprofessional at Eastwood, 2/23/18  Tiffany Vos - bus driver at Transportation, 2/9/18</p>	
<p>Termination of the following two (2) classified employees, in accordance with Board Policy 3139.01s, effective 1/31/18:</p>	<p>Classified Terminations</p>
<p>Courtney Duerksen - custodian at Beardsley  Robert Klinger - custodian at Beardsley</p>	
<p>Board member Susan Daiber invited everyone to attend Trivia Night sponsored by EEF, noting it is their biggest fundraiser of the year.</p>	<p>From the Board</p>
<p>Mr. Weaver thanked all those who made the recent Military Ball possible.</p>	<p>From the Board</p>
<p>The meeting adjourned at approximately 7:40 p.m.</p>	<p>Adjournment</p>

APPROVED:

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

\_\_\_\_\_  
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

Signatures

## ACCOUNT BALANCES/INVESTMENT DETAIL

January 2018

PETTY CASH	\$	500.00
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### GENERAL ACCOUNTS:

Lake City Bank - Deposit Account	18,320,001.95
Lake City Bank - Accounts Payable	-
Lake City Bank - Merchant Account	-
Teachers Credit Union	2,919,907.13
BMO Harris Bank (UMR insurance)	407,420.00

### SCHOOL LUNCH ACCOUNTS:

Lake City Bank - Prepaid Lunch	129,144.69
Change Fund	2,010.00

### TEXTBOOK RENTAL ACCOUNTS:

Chase Bank	1,541,188.29
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### PAYROLL ACCOUNTS:

Lake City Bank - Payroll Account	-
Lake City Bank - Flex Account	59,794.00

### INVESTMENTS:

Certificate of Deposit	-
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\$	23,379,966.06
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LEASE

by and between

ELKHART COMMUNITY SCHOOL BUILDING CORPORATION

and

ELKHART COMMUNITY SCHOOLS,  
ELKHART COUNTY, INDIANA

Dated as of \_\_\_\_\_, 2018

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## LEASE

THIS LEASE (this "Lease"), entered into as of this \_\_\_\_ day of \_\_\_\_\_, 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 including the existing J.C. Rice Educational Services Center (the "Existing Facilities") which will be renovated, expanded, improved, upgraded and equipped by the Lessor according to plans and specifications (the "Plans and Specifications")(such renovation, improvements, upgrades and equipping, collectively, the "Improvements"), prepared for the Lessor and the Lessee by the architect or engineer selected by the Lessee, and (B) the furnishings, equipment and appurtenances to the Existing Facilities as renovated (the Existing Facilities as renovated, improved, upgraded and equipped and such furnishings, equipment and appurtenances, collectively, the "Premises"), to have and to hold the same, with all rights, privileges, easements and appurtenances thereunto belonging, for a term of twenty-two (22) years, beginning on the date the Premises are acquired by the Lessor from the Lessee, and ending on the day prior to such date twenty-two (22) years thereafter. Notwithstanding the foregoing, upon the sale of the Bonds (as hereinafter defined), Exhibit A may be amended to remove a portion of the Premises from being subject to this Lease if, prior to or at the time the Lessor issues the Bonds, the Lessee determines to pay for the Improvements on the eliminated portion of the Premises from funds other than those received in connection with the issuance of the Bonds. The Premises, including the real estate, as revised and reduced, shall be endorsed on this Lease at the end hereof in the form attached as Exhibit B by the parties hereto as soon as the same can be done after the sale of said Bonds, and such endorsement shall be recorded as an addendum to this Lease. In the event the Lessee determines to remove a portion of the Premises from being subject to this Lease as set forth in this paragraph, the rental payments established in Section 2 hereof may be reduced by a percentage equal to the percentage that the Premises removed from being subject to the Lease bear to the entire Premises.

(ii) Notwithstanding the foregoing, the term of this Lease will terminate at the earlier of (x) the exercise by the Lessee of the option to purchase all of the Premises and the payment of the option price, or (y) the payment or defeasance of all obligations issued by the Lessor and secured by this Lease or any portion thereof.

(iii) The date the Improvements are complete and ready for occupancy shall be endorsed on this Lease at the end hereof in the form of Exhibit C attached hereto by the parties hereto as soon as the same can be done after such date and such endorsement shall be recorded as an addendum to this Lease.

(iv) The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the Premises, and the Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by acts or omissions of the Lessee or its assigns.

(b) The Plans and Specifications may be changed, additional construction work may be performed and additional equipment may be purchased by the Lessor, but only with the approval of the Lessee, and only if such changes, additional construction work or additional equipment do not alter the character of the Premises at the time of execution thereof or reduce the value thereof. Any such additional construction work or additional equipment shall be part of the property covered by this Lease. The Plans and Specifications have been filed with and approved by the Lessee.

## 2. RENTAL PAYMENTS.

(a) The Lessee agrees to pay rental for the Premises in an annual amount not to exceed (i) 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 Existing Facilities, together with that portion of the Improvements which are complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. The 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-two (22) 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 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

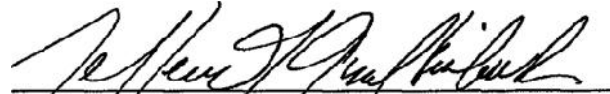
My Commission Expires:

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

Legal Description for J.C. Rice Educational Services Center

That portion of the real estate generally located at 2720 California Road, Elkhart, Indiana, 46514, and upon which the existing J.C. Rice Educational Services Center 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 \_\_\_\_\_, 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

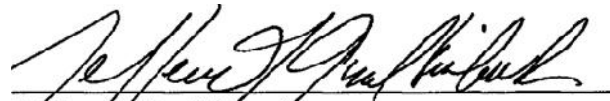
My Commission Expires:

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 \_\_\_\_\_, 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

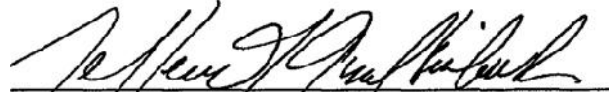
My Commission Expires:

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.

**RESOLUTIONS OF THE BOARD OF SCHOOL TRUSTEES OF THE ELKHART  
COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, TAKING ACTIONS  
REGARDING A PROPOSED LEASE, APPROVING THE ISSUANCE OF BONDS BY  
THE ELKHART COMMUNITY SCHOOL BUILDING CORPORATION AND  
MATTERS RELATED THERETO**

WHEREAS, the Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), operates as a public school corporation under the provisions of Indiana Code 20-26, as amended; and

WHEREAS, the Board of School Trustees of the School Corporation (the “Board”) now finds that a need exists for all or a portion of the (a) renovation, expansion, updating and equipping of the existing J.C. Rice Educational Services Center, including, but not limited to, all or any portion of the installation of an elevator, installation of new fire alarm and fire suppression systems, renovations to the facility in order to comply with the Americans with Disability Act, the construction of an addition to provide for a bistro to serve approximately 300 students, the installation of interior walls throughout the facility to create classrooms and renovations throughout the entire facility to provide for new lighting, floor coverings, wall coverings and ceilings, (b) any other miscellaneous facility improvement, construction or equipping projects at any facility operated by the School Corporation, and (c) all projects related to any of the projects set forth in clauses (a) and (b)(clauses (a) through and including (c), collectively, the “2018 Educational Services Center Renovation/Expansion Project”), and the School Corporation cannot provide the necessary funds to pay the costs of such facilities to meet such needs; and

WHEREAS, the Elkhart Community School Building Corporation (the “Building Corporation”) was incorporated to assist the School Corporation in financing, from time to time, the construction and renovation of school facilities to be operated by the School Corporation, including the 2018 Educational Services Center Renovation/Expansion Project; and

WHEREAS, it is deemed desirable to proceed with the necessary negotiations and all other steps looking toward the completion of the 2018 Educational Services Center Renovation/Expansion Project; and

WHEREAS, there have been prepared drawings, plans, specifications and estimates for the costs of the 2018 Educational Services Center Renovation/Expansion Project; and

WHEREAS, said drawings, plans and specifications will be submitted to the agencies designated by law to pass on plans and specifications for such buildings, and the estimates for the costs of the 2018 Educational Services Center Renovation/Expansion Project have been submitted to and now meet with the approval of this Board; and

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

WHEREAS, the Board now desires, to the extent permitted by law, to take all of the necessary steps to enter into a lease with the Building Corporation for all or any portion of the facilities operated or to be operated by the School Corporation, pursuant to which the Building

Corporation and the School Corporation will finance all or any portion of the 2018 Educational Services Center Renovation/Expansion Project; and

WHEREAS, there has been prepared and previously submitted to the members of the Board a proposed form of a lease (the "Lease") by and between the Building Corporation, as lessor, and the School Corporation, as lessee, for the lease of all or any portion of the existing J.C. Rice Educational Services Center and the respective real property upon which all such improvements are, or will be located, which will be conveyed to the Building Corporation (collectively, the "Premises"); and

WHEREAS, pursuant to Indiana Code §20-26-7-37, if this Board proposes to construct, repair or alter a school building at a cost of more than One Million Dollars (\$1,000,000.00) that would be financed by a lease agreement, issuing bonds or any other available method, it must hold a public hearing at which explanations of the potential value of the proposed project to the School Corporation and the community shall be given, and at which interested parties may present testimony and ask questions; and

WHEREAS, the Board expects to pay for certain costs of the 2018 Educational Services Center Renovation/Expansion Project (collectively, the "Expenditures") prior to the issuance of the 2018C Educational Services Center Renovation/Expansion Bonds (as hereinafter defined), and to reimburse the Expenditures with the proceeds received by the School Corporation upon the issuance of the 2018C Educational Services Center Renovation/Expansion Bonds; and

WHEREAS, the Board desires to declare its intent to reimburse the Expenditures pursuant to Treas. Reg. §1.150-2 and Indiana Code §5-1-14-6(c) with all or a portion of the proceeds of the 2018C Education Services Center Renovation/Expansion Bonds.

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

Section 1. Need exists for the 2018 Educational Services Center Renovation/Expansion Project, and none of the 2018 Educational Services Center Renovation/Expansion Project can be provided from any funds available to the School Corporation. This Board shall proceed to take such steps as may be necessary to secure (1) the acquisition of all or any portion of the Premises by the Building Corporation, (2) the payment of all costs of all or any portion of the 2018 Educational Services Center Renovation/Expansion Project and all of the costs associated therewith by the Building Corporation and the School Corporation, and (3) the leasing of all or any portion of the Premises by the Building Corporation to the School Corporation as provided by Indiana Code 20-47-3, as amended, and Indiana Code 20-47-4.

Section 2. It is hereby determined to be proper and in the public interest to re-approve the incorporation of the Building Corporation for the purpose of financing, constructing, renovating, expanding and equipping certain school facilities and leasing the same to the School Corporation, including the 2018 Educational Services Center Renovation/Expansion Project.

Section 3. The Board hereby re-approves the Articles of Incorporation of the Building Corporation, the Code of By-Laws of the Building Corporation and the appointment William G. Cork, David C. Bonfiglio and Dr. John Hutchings to act as the current Directors of

the Building Corporation and to serve a term (unless the Director resigns, is removed or dies) of one year or until a successor is appointed and qualified.

Section 4. The 2018 Educational Services Center Renovation/Expansion Project is in the public interest of the patrons of the School Corporation and is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and assist it in fulfilling the requirements of all agencies, including the federal, state and city governments.

Section 5. Pursuant to the applicable laws of the State of Indiana, the Building Corporation, being duly organized to conduct business, may (a) issue, sell and deliver its first mortgage bonds (the “2018C Educational Services Center Renovation/Expansion Bonds”) in an original aggregate principal amount not to exceed \$5,000,000 for the purpose of financing all or a portion of the 2018 Educational Services Center Renovation/Expansion Project, (b) encumber any real property or equipment acquired by it for the purpose of financing all or any portion of any of the 2018 Educational Services Center Renovation/Expansion Project and (c) enter into contracts for the sale of the 2018C Educational Services Center Renovation/Expansion Bonds and the acquisition, renovation and expansion of said school facilities.

Section 6. Upon the redemption or retirement of the 2018C Educational Services Center Renovation/Expansion Bonds to be issued by the Building Corporation in connection with the financing of the 2018 Educational Services Center Renovation/Expansion Project, the School Corporation will accept from the Building Corporation the Premises free and clear of all liens and encumbrances thereon.

Section 7. The School Corporation shall apply the proceeds received by the School Corporation from the sale of all or any portion of the Premises to the Building Corporation to the costs of all or a portion of the 2018 Educational Services Center Renovation/Expansion Project not funded by the Building Corporation.

Section 8. The terms and conditions of the proposed form of the Lease and the plans, drawings, specifications and estimates of each of the 2018 Educational Services Center Renovation/Expansion Project are approved and agreed to as the basis for a hearing as required by law, and such hearing shall be held by this Board upon the necessity for the execution of the Lease and whether the lease rentals provided therein is a fair and reasonable rental for all or any portion of the Premises prior to the final determination of such questions so that this Board may determine whether to execute the Lease as now written or as modified hereafter by agreement of the parties prior to execution, and the President of the Board is hereby authorized to call said hearing to be held on April 10, 2018, at 7:00 p.m., local time, in the J.C. Rice Educational Services Center, which is located at 2720 California Road, Elkhart, Indiana 46514, or at such other date, time and location as determined by the Superintendent of the School Corporation (the “Superintendent”).

Section 9. Pursuant to Indiana Code §20-26-7-37, the Board authorizes the holding of a public hearing on April 10, 2018, at 7:00 p.m., local time, in in the J.C. Rice Educational Services Center, which is located at 2720 California Road, Elkhart, or at such other date, time and location as determined by the Superintendent, at which explanations of the potential value of each of the 2018 Educational Services Center Renovation/Expansion Project to the School Corporation and the community shall be given, and at which interested parties may present testimony and questions.

Section 10. Any member of the Board, the Superintendent, the General Counsel of the School Corporation (the “General Counsel”), the Chief Financial Officer of the School Corporation (the “Chief Financial Officer”) or any officer or attorney of the School Corporation be, and hereby is, authorized and directed to file, pursuant to Indiana Code §20-47-3-13, a petition in the Circuit Court of Elkhart County requesting the appointment of appraisers (the “Appraisers”) to determine the fair market value of the Premises. Following the issuance of the 2018C Educational Services Center Renovation/Expansion Bonds and upon receipt of cash in an amount not less than the amount fixed by the Appraisers as the fair market value of all or a portion of the Premises, any officer of the Board be, and hereby is, authorized and directed, in the name and on behalf of the School Corporation, to execute and deliver one or more special warranty deeds conveying title to all or a portion of the Premises to the Building Corporation.

Section 11. The Board hereby declares its official intent that, to the extent permitted by law, to execute the Lease with the Building Corporation, to request the Building Corporation to issue the 2018C Educational Services Center Renovation/Expansion Bonds, in one or more series or issues, each in the original aggregate principal amount not to exceed the aggregate amount set forth above, and to reimburse costs of the respective 2018 Educational Services Center Renovation/Expansion Project consisting of the Expenditures from a portion of the proceeds of the sale of the 2018C Educational Services Center Renovation/Expansion Bonds.

Section 12. Any officer of the School Corporation, the Superintendent or the Chief Financial Officer be, and hereby is, authorized, empowered and directed, on behalf of the School Corporation to publish notices of said public hearings and to take any other action as such officer deems necessary or desirable to effectuate the foregoing resolutions, and any such publication or other actions heretofore made or taken be, and hereby are, ratified and approved.

PASSED AND ADOPTED this 27th day of February, 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 \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_, 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

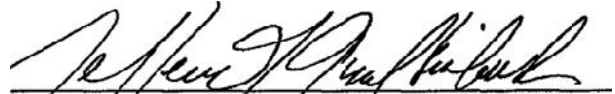
My Commission Expires:

\_\_\_\_\_

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.

**RESOLUTIONS OF THE BOARD OF SCHOOL TRUSTEES OF THE ELKHART  
COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, APPROVING FORM OF  
PROPOSED THIRD AMENDMENT TO LEASE FOR PURPOSES OF A PUBLIC  
HEARING ON SUCH AMENDMENT, TAKING OTHER ACTIONS REGARDING THE  
PROPOSED AMENDMENT TO LEASE AND APPROVING THE ISSUANCE OF  
BONDS BY THE ELKHART COMMUNITY SCHOOL BUILDING CORPORATION**

WHEREAS, on January 24, 2017, the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana (the "Board"), made a preliminary determination to proceed with (A) the 2018 High School Renovation Project, as defined and described in more detail in the resolution adopted by the Board on January 24, 2017, and (B) to the extent permitted by law to take all of the necessary steps to finance all or a portion of the costs of all or any portion of the 2018 High School Renovation Project by entering into a proposed lease or leases or amendment or amendments to an existing lease or leases between an Indiana nonprofit school building corporation, as lessor, and the Elkhart Community Schools, Elkhart County, Indiana (the "School Corporation"), as lessee, relating to all or any portion of such school facilities and other school facilities operated by the School Corporation and the real property upon which such facilities are, or will be, located (any such leased facilities and real estate, collectively, the "Premises"); and

WHEREAS, within thirty (30) days after the notice of such preliminary determination was published in the local newspaper, a petition signed by at least 500 registered voters residing in, or owners of real property located in, the boundaries of the School Corporation was filed with the Elkhart County Voter Registration Office requesting the application of the petition-remonstrance process to the 2018 High School Renovation Project and the proposed financing; and

WHEREAS, on July 27, 2017, the Elkhart County Voter Registration Office certified the results of such petition-remonstrance process to be 2,485 registered voters residing in, or owners of real property located in, the boundaries of the School Corporation signed in support of the 2018 High School Renovation Project and proposed financing and 1,531 registered voters residing in, or owners of real property located in, the boundaries of the School Corporation signed in opposition to the 2018 High School Renovation Project and proposed financing; and

WHEREAS, in accordance with applicable Indiana law, the School Corporation may proceed with the 2018 High School Renovation Project and proposed financing; and

WHEREAS, the Board now finds that a need still exists for the 2018 High School Renovation Project and such facilities, and that the School Corporation cannot provide the necessary funds to pay the costs of such facilities to meet such needs; and

WHEREAS, the Elkhart Community School Building Corporation (the "Building Corporation") was incorporated to assist the School Corporation in financing, from time to time, the construction and renovation of school facilities to be operated by the School Corporation, including the 2018 High School Renovation Project; and

WHEREAS, it is deemed desirable to proceed with the necessary negotiations and all other steps looking toward the completion of the 2018 High School Renovation Project; and

WHEREAS, there have been prepared preliminary drawings, plans, specifications and estimates for the costs of the 2018 High School Renovation Project; and

WHEREAS, said preliminary drawings, plans and specifications will be submitted to the agencies designated by law to pass on plans and specifications for such buildings, and the estimates for the costs of the 2018 High School Renovation Project have been submitted to and now meet with the approval of this Board; and

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

WHEREAS, this Board has previously determined that, to the extent permitted by law, the Board will take all of the necessary steps to enter into an amendment to an existing lease with the Building Corporation for all or any portion of the facilities operated or to be operated by the School Corporation, pursuant to which the Building Corporation and the School Corporation will finance all or a portion of the 2018 High School Renovation Project; and

WHEREAS, the School Corporation has 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"), 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 to Lease, dated as of May 1, 2013 (the "Addendum to Second Amendment to Lease") (the Original Lease, as amended by the Addendum to Lease, the First Amendment to Lease, the Second Amendment to Lease and the Addendum to Second Amendment to Lease, collectively, the "Lease"), each of which is by and between the Building Corporation, as lessor, and the School Corporation, as lessee; and

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

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

Section 1. Need exists for the 2018 High School Renovation Project which cannot be provided from any funds available to the School Corporation. This Board shall proceed to take such steps as may be necessary to secure (1) the acquisition of all or any portion of the Premises by the Building Corporation not already owned by the Building Corporation, (2) the extension of the ownership by the Building Corporation of the Premises beyond the current term, (3) the payment of all costs of all or any portion of the 2018 High School Renovation Project and all of the costs associated therewith by the Building Corporation and the School Corporation, and (4) the continued leasing of all or any portion of the Premises by the Building Corporation to the

School Corporation as provided by Indiana Code 20-47-3, as amended, and Indiana Code 20-47-4.

Section 2. It is hereby determined to be proper and in the public interest to re-approve the incorporation of the Building Corporation for the purpose of financing, constructing, renovating, expanding and equipping certain school facilities and leasing the same to the School Corporation, including the 2018 High School Renovation Project.

Section 3. The Board hereby re-approves the Articles of Incorporation of the Building Corporation, the Code of By-Laws of the Building Corporation and the re-appointment of William G. Cork, David C. Bonfiglio and Dr. John Hutchings to act as the current Directors of the Building Corporation and to serve the remainder of a term (unless the Director resigns, is removed or dies) of one year or until a successor is appointed and qualified.

Section 4. The 2018 High School Renovation Project is in the public interest of the patrons of the School Corporation and is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and assist it in fulfilling the requirements of all agencies, including the federal, state and city governments.

Section 5. The Building Corporation, being duly organized to conduct business, may issue, sell and deliver its bonds (the "Bonds") in an original aggregate principal amount not to exceed \$10,000,000 for the purpose of financing all or a portion of the 2018 High School Renovation Project, pursuant to the applicable laws of the State of Indiana, may encumber any real property or equipment acquired by it for the purpose of financing all or any portion the 2018 High School Renovation Project and may enter into contracts for the sale of the Bonds and the acquisition, renovation and expansion of said school facilities.

Section 6. Upon the redemption or retirement of the Bonds to be issued by the Building Corporation in connection with the financing of the 2018 High School Renovation Project, the School Corporation will accept from the Building Corporation the Premises free and clear of all liens and encumbrances thereon.

Section 7. The School Corporation shall apply the proceeds received by the School Corporation from the sale of all or any portion of the Premises to the Building Corporation to the costs of the 2018 High School Renovation Project not funded by the Building Corporation.

Section 8. Any member of the Board or officer or attorney or bond counsel of the School Corporation be, and hereby is, authorized and directed to file, pursuant to Indiana Code § 20-47-3-13, a petition in the Circuit Court of Elkhart County requesting the appointment of appraisers (the "Appraisers") to determine the fair market value of the Premises. If necessary, following the issuance of the Bonds and upon receipt of cash in an amount not less than the amount fixed by the Appraisers as the fair market value of all or a portion of the Premises, any officer of the Board be, and hereby is, authorized and directed, in the name and on behalf of the School Corporation, to execute and deliver one or more special warranty deeds conveying title to all or a portion of the Premises to the Building Corporation..

Section 9. The terms and conditions of the proposed form of the Third Amendment to Lease and the preliminary plans, drawings, specifications and estimates of the 2018 High

School Renovation Project are approved and agreed to as the basis for a hearing as required by law, and such hearing shall be held by this Board upon the necessity for the execution of the Third Amendment to Lease and whether the lease rentals provided therein are fair and reasonable rentals for all or any portion of the Premises prior to the final determination of such questions so that this Board may determine whether to execute the Third Amendment to Lease as now written or as modified hereafter by agreement of the parties prior to execution, and the President of the Board is hereby authorized to call said hearing to be held on April 10, 2018, at 7:00 p.m., local time, in the J.C. Rice Educational Services Center, 2720 California Road, Elkhart, Indiana, or at such other date, time and location as determined by the Superintendent of the School Corporation (the "Superintendent").

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

PASSED AND ADOPTED this 27<sup>th</sup> day of February, 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

LEASE

by and between

ELKHART COMMUNITY SCHOOL BUILDING CORPORATION

and

ELKHART COMMUNITY SCHOOLS,  
ELKHART COUNTY, INDIANA

Dated as of \_\_\_\_\_, 2018

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## LEASE

THIS LEASE (this "Lease"), entered into as of this \_\_\_\_ day of \_\_\_\_\_, 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

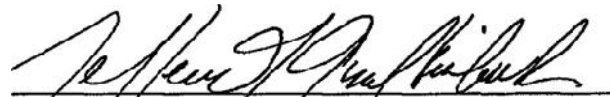
My Commission Expires:

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 \_\_\_\_\_, Elkhart, Indiana, 46514, 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 \_\_\_\_\_, 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

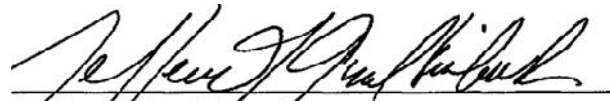
My Commission Expires:

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 \_\_\_\_\_, 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

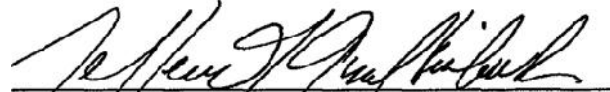
My Commission Expires:

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.

**RESOLUTIONS OF THE BOARD OF SCHOOL TRUSTEES OF THE ELKHART  
COMMUNITY SCHOOLS, ELKHART COUNTY, INDIANA, TAKING ACTIONS  
REGARDING A PROPOSED LEASE, APPROVING THE ISSUANCE OF BONDS BY  
THE ELKHART COMMUNITY SCHOOL BUILDING CORPORATION AND  
MATTERS RELATED THERETO**

WHEREAS, the Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), operates as a public school corporation under the provisions of Indiana Code 20-26, as amended; and

WHEREAS, the Board of School Trustees of the School Corporation (the “Board”) now finds that a need exists for all or a portion of the (a) construction and equipping of an additional career center building on all or a portion of vacant property located at the southeast corner of the intersection of County Road 10 West and Whitmer Court, which upon completion will be approximately 25,000 square feet and will contain all or any portion of three to six classrooms, shop areas for diesel technology, welding and machine trades, one or more office areas, restroom facilities for staff and restroom facilities for students, locker rooms for the students and necessary custodial and storage areas, (b) site improvements, including, but not limited to, parking lots, sidewalks and landscaping to be done as a part of the construction and equipping of the additional career center building described in clause (a), (c) any other miscellaneous facility improvement, construction or equipping projects at any facility operated by the School Corporation, and (d) all projects related to any of the projects set forth in clauses (a) through and including (c)(clauses (a) through and including (d), collectively, the “2018 Elkhart Area Career Center Annex Building Project”), and the School Corporation cannot provide the necessary funds to pay the costs of such facilities to meet such needs; and

WHEREAS, the Elkhart Community School Building Corporation (the “Building Corporation”) was incorporated to assist the School Corporation in financing, from time to time, the construction and renovation of school facilities to be operated by the School Corporation, including the 2018 Elkhart Area Career Center Annex Building Project; and

WHEREAS, it is deemed desirable to proceed with the necessary negotiations and all other steps looking toward the completion of the 2018 Elkhart Area Career Center Annex Building Project; and

WHEREAS, there have been prepared drawings, plans, specifications and estimates for the costs of the 2018 Elkhart Area Career Center Annex Building Project; and

WHEREAS, said drawings, plans and specifications will be submitted to the agencies designated by law to pass on plans and specifications for such buildings, and the estimates for the costs of the 2018 Elkhart Area Career Center Annex Building Project have been submitted to and now meet with the approval of this Board; and

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

WHEREAS, the Board now desires, to the extent permitted by law, to take all of the necessary steps to enter into a lease with the Building Corporation for all or any portion of the facilities operated or to be operated by the School Corporation, pursuant to which the Building

Corporation and the School Corporation will finance all or any portion of the 2018 Elkhart Area Career Center Annex Building Project; and

WHEREAS, there has been prepared and previously submitted to the members of the Board a proposed form of a lease (the "Lease") by and between the Building Corporation, as lessor, and the School Corporation, as lessee, for the lease of all or any portion of the existing J.C. Rice Educational Services Center and the respective real property upon which all such improvements are, or will be located, which will be conveyed to the Building Corporation (collectively, the "Premises"); and

WHEREAS, pursuant to Indiana Code §20-26-7-37, if this Board proposes to construct, repair or alter a school building at a cost of more than One Million Dollars (\$1,000,000.00) that would be financed by a lease agreement, issuing bonds or any other available method, it must hold a public hearing at which explanations of the potential value of the proposed project to the School Corporation and the community shall be given, and at which interested parties may present testimony and ask questions; and

WHEREAS, the Board expects to pay for certain costs of the 2018 Elkhart Area Career Center Annex Building Project (collectively, the "Expenditures") prior to the issuance of the 2018B Elkhart Area Career Center Annex Building Bonds (as hereinafter defined), and to reimburse the Expenditures with the proceeds received by the School Corporation upon the issuance of the 2018B Elkhart Area Career Center Annex Building Bonds; and

WHEREAS, the Board desires to declare its intent to reimburse the Expenditures pursuant to Treas. Reg. §1.150-2 and Indiana Code §5-1-14-6(c) with all or a portion of the proceeds of the 2018B Education Services Center Renovation/Expansion Bonds.

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

Section 1. Need exists for the 2018 Elkhart Area Career Center Annex Building Project, and none of the 2018 Elkhart Area Career Center Annex Building Project can be provided from any funds available to the School Corporation. This Board shall proceed to take such steps as may be necessary to secure (1) the acquisition of all or any portion of the Premises by the Building Corporation, (2) the payment of all costs of all or any portion of the 2018 Elkhart Area Career Center Annex Building Project and all of the costs associated therewith by the Building Corporation and the School Corporation, and (3) the leasing of all or any portion of the Premises by the Building Corporation to the School Corporation as provided by Indiana Code 20-47-3, as amended, and Indiana Code 20-47-4.

Section 2. It is hereby determined to be proper and in the public interest to re-approve the incorporation of the Building Corporation for the purpose of financing, constructing, renovating, expanding and equipping certain school facilities and leasing the same to the School Corporation, including the 2018 Elkhart Area Career Center Annex Building Project.

Section 3. The Board hereby re-approves the Articles of Incorporation of the Building Corporation, the Code of By-Laws of the Building Corporation and the appointment William G. Cork, David C. Bonfiglio and Dr. John Hutchings to act as the current Directors of the Building Corporation and to serve a term (unless the Director resigns, is removed or dies) of one year or until a successor is appointed and qualified.

Section 4. The 2018 Elkhart Area Career Center Annex Building Project is in the public interest of the patrons of the School Corporation and is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and assist it in fulfilling the requirements of all agencies, including the federal, state and city governments.

Section 5. Pursuant to the applicable laws of the State of Indiana, the Building Corporation, being duly organized to conduct business, may (a) issue, sell and deliver its first mortgage bonds (the “2018B Elkhart Area Career Center Annex Building Bonds”) in an original aggregate principal amount not to exceed \$5,000,000 for the purpose of financing all or a portion of the 2018 Elkhart Area Career Center Annex Building Project, (b) encumber any real property or equipment acquired by it for the purpose of financing all or any portion of any of the 2018 Elkhart Area Career Center Annex Building Project and (c) enter into contracts for the sale of the 2018B Elkhart Area Career Center Annex Building Bonds and the acquisition, renovation and expansion of said school facilities.

Section 6. Upon the redemption or retirement of the 2018B Elkhart Area Career Center Annex Building Bonds to be issued by the Building Corporation in connection with the financing of the 2018 Elkhart Area Career Center Annex Building Project, the School Corporation will accept from the Building Corporation the Premises free and clear of all liens and encumbrances thereon.

Section 7. The School Corporation shall apply the proceeds received by the School Corporation from the sale of all or any portion of the Premises to the Building Corporation to the costs of all or a portion of the 2018 Elkhart Area Career Center Annex Building Project not funded by the Building Corporation.

Section 8. The terms and conditions of the proposed form of the Lease and the plans, drawings, specifications and estimates of each of the 2018 Elkhart Area Career Center Annex Building Project are approved and agreed to as the basis for a hearing as required by law, and such hearing shall be held by this Board upon the necessity for the execution of the Lease and whether the lease rentals provided therein is a fair and reasonable rental for all or any portion of the Premises prior to the final determination of such questions so that this Board may determine whether to execute the Lease as now written or as modified hereafter by agreement of the parties prior to execution, and the President of the Board is hereby authorized to call said hearing to be held on April 10, 2018, at 7:00 p.m., local time, in the J.C. Rice Educational Services Center, which is located at 2720 California Road, Elkhart, Indiana 46514, or at such other date, time and location as determined by the Superintendent of the School Corporation (the “Superintendent”).

Section 9. Pursuant to Indiana Code §20-26-7-37, the Board authorizes the holding of a public hearing on April 10, 2018, at 7:00 p.m., local time, in in the J.C. Rice Educational Services Center, which is located at 2720 California Road, Elkhart, or at such other date, time and location as determined by the Superintendent, at which explanations of the potential value of each of the 2018 Elkhart Area Career Center Annex Building Project to the School Corporation and the community shall be given, and at which interested parties may present testimony and questions.

Section 10. Any member of the Board, the Superintendent, the General Counsel of the School Corporation (the “General Counsel”), the Chief Financial Officer of the School Corporation (the “Chief Financial Officer”) or any officer or attorney of the School Corporation

be, and hereby is, authorized and directed to file, pursuant to Indiana Code §20-47-3-13, a petition in the Circuit Court of Elkhart County requesting the appointment of appraisers (the “Appraisers”) to determine the fair market value of the Premises. Following the issuance of the 2018B Elkhart Area Career Center Annex Building Bonds and upon receipt of cash in an amount not less than the amount fixed by the Appraisers as the fair market value of all or a portion of the Premises, any officer of the Board be, and hereby is, authorized and directed, in the name and on behalf of the School Corporation, to execute and deliver one or more special warranty deeds conveying title to all or a portion of the Premises to the Building Corporation.

Section 11. The Board hereby declares its official intent that, to the extent permitted by law, to execute the Lease with the Building Corporation, to request the Building Corporation to issue the 2018B Educational Services Center Renovation/Expansion Bonds, in one or more series or issues, each in the original aggregate principal amount not to exceed the aggregate amount set forth above, and to reimburse costs of the respective 2018 Elkhart Area Career Center Annex Building Project consisting of the Expenditures from a portion of the proceeds of the sale of the 2018B Educational Services Center Renovation/Expansion Bonds.

Section 12. Any officer of the School Corporation, the Superintendent or the Chief Financial Officer be, and hereby is, authorized, empowered and directed, on behalf of the School Corporation to publish notices of said public hearings and to take any other action as such officer deems necessary or desirable to effectuate the foregoing resolutions, and any such publication or other actions heretofore made or taken be, and hereby are, ratified and approved.

PASSED AND ADOPTED this 27<sup>th</sup> day of February, 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



BUSINESS OFFICE

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**ELKHART**  
COMMUNITY SCHOOLS

INTERNAL MEMO

**To: Kevin Scott**

**From: Erica Purvis**

**Date: February 13, 2018**

**Subject: Temporary Inter-fund Loans**

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**The following temporary inter-fund loans have been executed effective 1/31/2018:**

\$688,000.00 from Fund 0200 Debt Service Fund to Fund 0250 Retirement/Severance Bond Fund

**Elkhart Community Schools**  
Proposed School Fundraising Activities  
Feb. 27, 2018 Meeting of Board of School Trustees

School/Organization	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
Bristol 6th Grade Class	Students will sell popcorn on Fridays for \$1.00. Popcorn will be offered to 5th and 6th grade students. Proceeds will be used for the end of the year 6th grade trip to Toledo Zoo.	3/2/2018 - 6/6/2018	2/16/2018	Jacquelyn Krull
Bristol 6th Grade Class	Students will sell one pound bags of coffee to family and friends. Proceeds will be used for the end of the year field trip.	3/5/2018 3/30/2018	2/21/2018	Kristin Weaver
Osoyo Elementary	Students will collect pledges for attaining their reading goals. Students that attain all four levels of their reading goals will get a free ticket to the South Bend Cubs game on May 12, 2018. Proceeds will go towards the library makeover.	3/1/2018 4/11/2018	2/20/2018	Alisha Rocha
West Side Pride Team	A pancake breakfast, dodge ball tournament and carnival games will be hosted for a family fun event. Proceeds will be used to purchase I Step t-Shirts for all students and staff.	3/10/2018	2/12/2018	Sarah Pattee
Central Key Club	Club members will sell Flavor Freeze customer cards. Proceeds will be used to send delegates to convention.	3/1/2018 - 4/30/2018	2/12/2018	Krista Riblet
Central Football	A Lift-A-Thon will be hosted. Players will gather donations for per-pound lifted. The Lift-A-Thon event will be held in front of a public crowd.	6/2/2018	2/15/2018	Josh Shattuck
Memorial Choirs	Students will sell flavored popcorn to family and friends. Proceeds will be used to help fund choral programs, provide scholarships for trips, lessons and purchase music.	2/28/2018 - 3/12/2018	2/13/2018	Joshua Hren & Molly Kellner
Memorial Girls Tennis	A pancake breakfast will be held at Applebee's restaurant at 3421 Interchange Drive in Elkhart. Proceeds will be used to purchase uniforms and equipment.	3/17/2018	2/6/2018	Alex Holtz
Memorial Girls Tennis	Athletes will host a Nelson's Chicken and pit-tatoes sale. Proceeds will be used for uniforms, court time, and personal trainer expenses for conditioning.	3/24/2018	2/6/2018	Alex Holtz
Memorial Boys Golf	Athletes will take part in a golf skills pledge for putting and driving. Proceeds will be used for players spirit wear costs and equipment.	4/21/2018	2/7/2018	Todd King
Memorial Baseball	Athletes will sell discount cards to area local restaurants. Proceeds will be used for player apparel, and food for athletes.	3/17/2018 - 3/24/2018	2/7/2018	Scott Rost
	<b>Please note the following fundraiser is presented for confirmation only.</b>			

# Medical Plan Experience

January 2018

	<u>Cur Mo</u>	<u>Cur Mo Pr Yr</u>	<u>Chg</u>	<u>YTD Cur</u>	<u>YTD Pr</u>	<u>Chg</u>
UMR Medical	\$ 902,390	\$ 1,112,418	\$ (210,028)	\$ 902,390	\$ 1,112,418	\$ (210,028)
UMR Rx	\$ 117,423	\$ 105,324	\$ 12,099	\$ 117,423	\$ 105,324	\$ 12,099
Less Amt Above Stop Loss	\$ -	\$ (16,738)	\$ 16,738	\$ -	\$ (16,738)	\$ 16,738
Total	\$ 1,019,813	\$ 1,201,004	\$ (181,191)	\$ 1,019,813	\$ 1,201,004	\$ (181,191)
Expected	\$ 925,089	\$ 936,686	\$ (11,597)	\$ 925,089	\$ 936,686	\$ (11,597)
Claims vs. Expected	\$ 94,724	\$ 264,318	\$	\$ 94,724	\$ 264,318	\$



# policy

## SUBSTITUTE COMPENSATION

The Board of School Trustees hereby adopts the following wage rates for substitute teachers commencing on February 23, 2016.

	Substitute Permit or Certified Teacher Working as a Substitute	Substitute Permit or Regular Teaching License (after 45 days serving as an ECS substitute during each school year	Retired Certified Teacher with Proof of Retirement
Full day	\$95.00	\$100.00	\$125.00
One-half (1/2) day	\$50.00	\$55.00	\$70.00

\*Individuals who held a license issued by the Indiana Professional Standards Board or the Division of Professional Standards of the Indiana Department of Education who were employed by Elkhart Community Schools or another district, and who retired from Elkhart Community Schools or another district, are eligible to be compensated according to the wage specified above for “Retired Certified Teacher with ~~proof~~Proof of Retirement.”

Any substitute who holds an Indiana Professional, Provisional, Emergency, or an equivalent license issued by the Division of Teacher Training and Licensing of the Department of Public Instruction and who serves as a long-term substitute teacher in the same teaching position beyond fifteen (15) consecutive school days, shall be compensated in accordance with the Career Pathway Schedule for teachers of the school corporation. Compensation shall be as follows:

<u>Teacher License</u>	<u>Level on Schedule</u>	<u>Daily Rate</u>
<u>Teacher License with Bachelors Degree</u>	<u>BS +5</u>	<u>\$210.00</u>
<u>Teachers License with Masters Degree</u>	<u>MS +5</u>	<u>\$230.00</u>
<u>Teacher License/Retired from ECS</u>	<u>Level at time of retirement</u>	

# policy

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

PERSONNEL

Proposed Revised 3410.04CS/page 2 of 2

When a substitute is employed to substitute for a special education paraprofessional, the employee shall be paid \$95.00 for each full day of employment in that position.

When a substitute is employed as a school nurse, the employee shall be paid \$100.00 per day for each full day of employment as a substitute school nurse.

The ~~Executive Director of Personnel and Legal Services~~ Director of Human Resources will review this policy annually with the Board of School Trustees prior to its last regular meeting in May.

~~January 1, 2017~~ February 27, 2018

# policy

**BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS**

PERSONNEL  
**Proposed Revised** 3422.06S/page 1 of 18

## SECRETARIAL/BUSINESS COMPENSATION PLAN

The Board of School Trustees hereby adopts the following wage schedule for secretaries commencing January 1, 2018. In addition, the three percent (3%) employee contribution to PERF will be paid by the Elkhart Community Schools.

		II	II.3	II.6	III	III.3	III.6	IV	IV.3	IV.6	V
1	0 – 55 days	11.67	11.86	12.09	12.30	12.60	12.92	13.24	13.74	14.19	16.46
2	55 days – 1 year	11.95	12.19	12.47	12.76	13.20	13.64	14.08	14.53	14.99	17.26
3	1 year plus	12.30	12.61	12.92	13.24	13.69	14.15	14.48	14.94	15.45	17.73
4	2 years plus	12.76	13.20	13.64	14.08	14.46	14.84	15.25	15.70	16.18	18.45
5	3 years plus	13.24	13.67	14.08	14.48	14.99	15.54	16.06	16.53	17.00	19.27
6	4 years plus	14.08	14.46	14.84	15.25	15.74	16.29	16.83	17.30	17.76	20.03
7	5 years plus	14.48	14.99	15.54	16.06	16.69	17.32	17.93	18.38	18.86	21.13

\*subject to Sections B-1 and B-2 of this policy.

Those secretaries who work in the evening on a regular basis shall be paid an additional twenty-five cents (\$.25) per hour for evening hours.

# policy

**BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS**

PERSONNEL

**Proposed Revised** 3422.06S/page 2 of 18

## Secretarial Classifications

The following job classifications will be in effect for the wage schedule listed above, subject to other sections of this policy:

## Classifications

V		Secretarial	Business
Classified Human Resources Assistant			Certified Payroll Assistant Classified Payroll Assistant <u>Insurance (effective January 1, 2018)</u>
IV.		Secretarial	Business
Board of School Trustees Director of Career & Technical Ed. High School Principal Secretary/Human Resources Data Specialist – Instructional Leadership			Building Services Office Manager Payroll Assistant Director of Business Operations <u>Insurance</u> EACC – WVPE Office Manager Director of Transportation Mail Room/Duplicating Traditional Programs Route
III.		Secretarial	Business
Community Ed. Coordinator EACC Principal EACC Central Office/Guidance/Accounting Elementary Principal High School Athletics/Student Activities High School Vice-Principal High School Registrar Middle School Principals Elkhart Academy Student Services Secretary (5 positions) Receptionist Library Services (CO) *Federal Programs Instructional Leadership			Business Office/Purchasing Cafeteria Building Services-Textbook Coordinator Director of Food Services Safety & Security
II.		Secretarial	Business
Adult & Community Ed. Data Entry Adult & Community Ed. Receptionist Office Assistants High School Assistant Principal High School Media Center Middle School Assistant			EACC- Office PACE Program Teenage Parent Program Clerical Asst. / Food Service (MHS)

\*Subject to reclassification if this position becomes funded from the General Fund.

# policy

**BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS**

PERSONNEL

**Proposed Revised** 3422.06S/page 3 of 18

~~December 12, 2017~~ February 27, 2018

# policy

BOARD OF SCHOOL TRUSTEES  
ELKHART COMMUNITY SCHOOLS

PERSONNEL  
Proposed Revised 3422.13S/page 1 of 10

## THERAPISTS' COMPENSATION PLAN

The Board of School Trustees hereby adopts the following wage schedule for those classified employees who are acting in a Therapist or Therapist Technician position to be effective January 1, 2018. In addition, the three percent (3%) employee contribution to PERF will be paid by Elkhart Community Schools.

POSITION	YEARLY SALARY RANGE
Occupational Therapist	44,780 - 64,070
Occupational Therapist Assistant	42,886 - 52,048
Physical Therapist Assistant	42,886 - 52,048
<u>Board Certified Behavior Analyst (BCBA)</u>	<u>44,780 - 64,070</u>

POSITION	HOURLY WAGE
Physical Therapist	\$43.59 - \$57.09
Speech Language Pathology Assistant (SLPA)	\$26.44 - \$33.89

Years Regularly Employed by or in the Elkhart Community Schools	Amount of Hourly Career Increment
5 or more, but less than 10	\$.20
10 or more, but less than 15	\$.30
15 or more, but less than 20	\$.50
20 or more	\$.70

### License Renewal

Elkhart Community Schools will reimburse Therapists for their bi-annual state license renewal fees following submission of evidence said fee has been paid in a timely manner.

~~December 12, 2017~~ February 27, 2018

ELKHART COMMUNITY SCHOOLS  
OVERNIGHT TRIP REQUEST

School: EACC

Class/Group: Motorcycle/Outdoor Power Technology

Number of Students: 4

Date/Time Departing: 2/23/2018 9:00 am

Date/Time Returning: 2/25/2018 4:00pm

Destination: Schaumburg IL  
City State

Overnight facility: Renaissance Convention Center

Mode of Transportation: Truck

Reason for trip: FFA State Small Engines students will demo skills in preparation for up coming state contest, students will also help to train young students interested in learning about engines

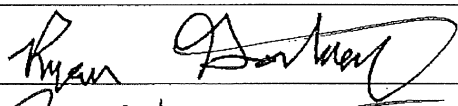
Names of chaperones: Ryan Gortney

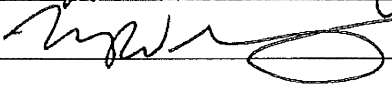
Cost per student: 50.00

Describe Plans for Raising Funds or Funding Source: Will help students that have a need

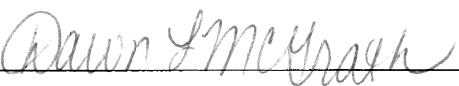
Plans to defray costs for needy students:

Are needy students made aware of plans? Yes

Signature of Teacher/Sponsor: 

Signature of Principal:  Date: 2/8/18

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

Approval of Assistant Superintendent:  Date: 2/16/18

Approval by Board:

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

November 11, 2009

RECD. 2/15/18

**ELKHART COMMUNITY SCHOOLS**

**Elkhart, Indiana**

DATE: February 20, 2017  
 TO: Dr. Robert Haworth, Superintendent  
 FROM: Dr. David Benak *DRB*  
 RE: **Conference Leave Requests Paid Under Carl D. Perkins Grant  
 February 27, 2018 - Board of School Trustees Meeting**

2017- 2018 CONFERENCES	EXPENSES	SUBSTITUTE
<p><b>The South Bend Conference for Women</b></p> <p>This local conference will enhance my skills in conflict management and communication techniques ot engage students better. It will also help me become a stronger leader in and out of the classroom.</p> <p>South Bend, IN                      April 16, 2018                      Melissa Hertsel (0-0) 1 day absence</p>	\$210.40	\$0.00
<b>**FOR CONFIRMATION ONLY**</b>		
<p><b>Hot Rodders of Tomorrow/FFA Small Engines Demo</b></p> <p>EACC has 2 teams that qualified for the State contest for the CDE event in Small Engines for FFA. These teams have been asked to demonstrate the skills at the Race and Performance Expo held in Schaumburg, IL. Students will not only demonstrate skills, but will be able to help train other students wishing to learn about engines.</p> <p>Schaumburg, IL                      February 23 - 25                      Ryan Gortney (1-5) 1 day absence</p>	\$106.40	\$95.00
<b>TOTAL</b>	<b>\$316.80</b>	<b>\$95.00</b>
2017-18 YEAR-TO-DATE PERKINS FUNDS	\$28,020.24	\$2,805.00
<b>GRAND TOTAL</b>	<b>\$28,337.04</b>	<b>\$2,900.00</b>



**ELKHART COMMUNITY SCHOOLS**

**Elkhart, Indiana**

DATE: February 22, 2018  
 TO: Dr. Robert Haworth, Superintendent  
 FROM: Dr. Dawn McGrath *Dawn J. McGrath*  
 RE: **Conference Leave Requests**  
**February 27, 2018 - Board of School Trustees Meeting**

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

2017 - 2018 CONFERENCES	EXPENSES	SUBSTITUTE
<p><b>INTRODUCTION TO PIVOTAL RESPONSE TREATMENT</b>                      This program will help with communication difficulties in our autistic population. It is a novel approach to reinforcing the use of language.                      South Bend, IN                      March 2, 2018 (1 day's absence)                      ALFIE BYERS - CLEVELAND (0-0)                      ELIZABETH CAULEY - HAWTHORNE (0-0)                      MEGAN HUNSBERGER - RIVERVIEW (0-0)                      CATHY MAMMOLENTI - CLEVELAND (0-0)                      PAULINE REINKING - PINWOOD (1-2)                      NICHOLE SWOAPE - NORTH SIDE (0-0)                      SUE THOMAS - OSOLO (0-0)</p>	\$0.00	\$0.00
<p><b>INDIANA INTERSCHOLASTIC ATHLETIC ADMINISTRATORS ASSOCIATION</b>                      This conference will provide an opportunity to keep updated with the athletic programs in Indiana, attend IHSAA sessions in preparation for By-Law changes and attend a workshop on technology changes with our athletic programs.                      Indianapolis, IN                      March 19 - 21, 2018 (3 day's absence)                      ROSE BLOSS - MEMORIAL (0-0)                      JACQUIE ROST - MEMORIAL (0-0)                      PHYLLIS TUBBS - MEMORIAL (0-0)</p>	\$1,474.81	\$0.00
<p><b>NATIONAL AFTERSCHOOL CONFERENCE</b>                      This conference will provide some connections and information about alternative funding sources for afterschool clubs.                      Atlanta, GA                      March 19 - 21, 2018 (3 day's absence)                      LORI REYES - MONGER (1-2)                      NINA SWARTZLANDER - MONGER (2-4)</p>	\$2,736.00	\$285.00

2017 - 2018 CONFERENCES	EXPENSES	SUBSTITUTE
<p><b>RTI</b></p> <p>This conference will help us build our RTI plan for the 2018-2019 school year. It will be shared at SIP and prepare us for all-building training in June.</p> <p>St. Louis, MO</p> <p>March 21 - 22, 2018 (3 day's absence)</p> <p>AMANDA BRANDY - DALY (0-0)</p> <p>TRACY KELM - DALY (2-5)</p> <p>JOSH NICE - DALY (1-3)</p> <p>NICOLE SPEAR - DALY (0-0)</p>	\$3,156.34	\$285.00
<p><b>TALK TOOLS</b></p> <p>This conference will provide information on Oral Placement Therapy and ways to improve speech clarity and feeding skills.</p> <p>Elkhart, IN</p> <p>March 23, 2018 (1 day's absence)</p> <p>NICHOLE SWOAPE - NORTH SIDE (1-1)</p>	\$45.00	\$0.00
<p><b>2018 INDIANA SUMMIT AFTERSCHOOL</b></p> <p>This is a required conference for 21st Century Community Learning Centers grant recipients.</p> <p>Indianapolis, IN</p> <p>April 9 - 10, 2018 (2 day's absence)</p> <p>LORI REYES - MONGER (2-5)</p> <p>NINA SWARTZLANDER - MONGER (3-7)</p>	\$1,398.00	\$190.00
<p><b>LEADERSHIP DEVELOPMENT PROGRAM</b></p> <p>This conference will provide information on best practices in maintaining our current community partnership relationships as well as ways to identify and develop new relationships.</p> <p>West Lafayette, IN</p> <p>April 12 - 13, 2018 (2 day's absence)</p> <p>KIM DEHAVEN - EACC (4-14)</p> <p>DARCEY MITSCHELEN - EACC (6-17)</p>	\$642.00	\$0.00
<p><b>IT TAKES TWO TO TALK - HANEN WORKSHOP</b></p> <p>This conference will provide practical information on the evidence-based Hanen approach to early language intervention. Teaching parents responsive strategies to interactions with their child.</p> <p>Notre Dame, IN</p> <p>April 18, 2018 (1 day's absence)</p> <p>ELIZABETH CAULEY - HAWTHORNE (1-1)</p> <p>CATHY MAMMOLENTI - CLEVELAND (1-1)</p> <p>PAULINE REINKING - PINWOOD (2-3)</p> <p>SUE THOMAS - OSOLO (1-1)</p>	\$0.00	\$0.00

2017 - 2018 CONFERENCES	EXPENSES	SUBSTITUTE
<p><b>IAACE ANNUAL CONFERENCE 2018</b></p> <p>This conference will offer sessions by DWD and will cover program/grant requirements, understanding WIOA, and best practices in the area of program management.</p> <p>French Lick, IN  April 24 - 27, 2018 (4 day's absence)  KIM DEHAVEN - EACC (5-17)  DARCEY MITSCHELEN - EACC (7-19)  TRICIA PAYNE - EACC (0-0)  JULIA STEFFEN - EACC (0-0)</p>	\$2,409.92	\$0.00
<p><b>LEADERSHIP DEVELOPMENT PROGRAM - YEAR WRAP UP</b></p> <p>This year end wrap up session will feature presentations from all LDP participants. Presentations will cover the results of their year long improvement programs, including what went right and what did not and will then provide insight for future projects in community education.</p> <p>West Lafayette, IN  May 3 - 4, 2018 (2 day's absence)  KIM DEHAVEN - EACC (6-21)  DARCEY MITSCHELEN - EACC (8-23)</p>	\$592.00	\$0.00
<p><b>INTRODUCTION TO AGRICULTURE, FOOD, AND NATURAL RESOURCES (AFNR)</b></p> <p>This will be the curriculum being taught at the 8th grade level for science. Teachers must complete this training to have access to the curriculum.</p> <p>Nashville, TN  June 11 - 22, 2018 (0 day's absence)  BARBARA STARR - PIERRE MORAN (0-0)</p>	\$4,635.00	\$0.00
<p><b>ASA PLANT CASE INSTITUTE FAST TRACK</b></p> <p>This is the curriculum being taught at the 9th-12th grade level for elective credit. Teachers must complete this training to have access to the curriculum.</p> <p>Elkhart, IN  June 15 - 20, 2018 (0 day's absence)  ERIC JANTZEN - CENTRAL (1-3)  BRENDA MULLER - MEMORIAL (0-0)</p>	\$550.00	\$0.00
<p><b>PRINCIPALS OF AGRICULTURAL SCIENCE - ANIMAL (ASA) - FAST TRACK</b></p> <p>Teachers are provided detailed PD to facilitate instruction. All lessons are aligned with national standards for agriculture, science, mathematics, and E/LA. This curriculum training is mandated for the animal science class.</p> <p>Nashville, TN  June 24 - 30, 2018 (0 day's absence)  CASSIE CONROD - EACC (0-0)  ASHLEY DAVIS - WEST SIDE (0-0)</p>	\$2,135.00	\$0.00

2017 - 2018 CONFERENCES	EXPENSES	SUBSTITUTE
<b>FOR CONFIRMATION ONLY: (RECEIVED TOO LATE FOR PRIOR APPROVAL)</b>		
<b>HOOSIER ASSOCIATION OF SCIENCE TEACHERS, INC.</b> This conference will extend, improve, advance, and coordinate the subject curriculum with multiple other science classrooms.  Indianapolis, IN February 14 - 16, 2018 (3 day's absence) ERIN CISNEROS - CENTRAL (1-4)	\$0.00	\$0.00
	<b>\$19,774.07</b>	<b>\$760.00</b>
2017 YEAR-TO-DATE GENERAL FUNDS	\$23,813.84	\$1,805.00
2018 YEAR-TO-DATE GENERAL FUNDS	\$9,474.74	\$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	\$26,252.02	\$0.00
2018 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
<b>GRAND TOTAL</b>	<b>\$321,742.30</b>	<b>\$20,925.00</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: FEBRUARY 27, 2018**

**PERSONNEL RECOMMENDATIONS**

**CERTIFIED**

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

**Machelle Seese**

**Roosevelt/Special Education**

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

**Julie Clarke**

Begin: 4/9/18

**Bristol/Grade 3**

End: 5/6/18

**CLASSIFIED**

- a. **Retirement** – We report the retirement of the following classified employee:

**Rhonda Landgraf**

Began: 8/22/94

**PACE/Social Worker**

Retire: 6/8/18

Years of Service: 23

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

**Sara Lewter**

Began: 11/14/13

**Memorial/Food Service**

Resign: 3/5/18

**Carole Logan**

Began: 11/6/06

**Eastwood/Food Service**

Resign: 2/16/18

**Barbara Smith**

Began: 4/13/15

**Transportation/Bus Driver**

Resign: 2/23/18

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

**Yoselin Antonio**

Began: 12/13/17

**West Side/Food Service**

PE: 2/21/18