

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

March 24, 2020

CALENDAR

| | | | |
|-----|----|-----------------------|--------------------------------------------------------------|
| Mar | 24 | 5:30 p.m. | Public Work Session, J.C. Rice Educational Services Center |
| Mar | 24 | immediately following | Executive Session, J.C. Rice Educational Services Center |
| Mar | 24 | 7:00 p.m. | Regular Board Meeting, J.C. Rice Educational Services Center |
| Apr | 14 | 5:30 p.m. | Public Work Session, J.C. Rice Educational Services Center |
| Apr | 14 | 7:00 p.m. | Regular Board Meeting, J.C. Rice Educational Services Center |

A. CALL TO ORDER

B. THE ELKHART PROMISE

C. INVITATION TO SPEAK PROTOCOL

D. CONSENT ITEMS:

Minutes:

March 10, 2020 – Public Work Session

March 10, 2020 – Regular Board Meeting

March 17, 2020 – Special Board Meeting

Claims

Gift Acceptance

Extra-curricular Purchase

Fundraisers

Grants

Conference Leaves

Personnel Report

E. OLD BUSINESS

Administrative Regulation JEA-1 –Kindergarten Early Entrance Procedure and Application Form - The administration presents proposed revisions to Administrative Regulation JEA-1 –Kindergarten Early Entrance Procedure and Application Form, as presented at the March 10th regular meeting.

F. NEW BUSINESS

Elkhart and St. Joseph Counties Head Start Consortium Board Appointment – The administration requests authorization to appoint Sarita Stevens to the Consortium Board.

Network Storage Lease/Purchase

1028 Hearing

Resolution Confirming Execution of the Sixth Amendment to Lease - 2020 High School Renovation Project

Resolution Confirming Execution of the Fifth Amendment to Lease - 2020 Career Center Renovation Project

Resolution Confirming Execution of Lease - 2020 Freshman Center Renovation Project

Appropriation Resolution - 2020 High School Renovation

Appropriation Resolution - 2020 Career Center Renovation Project

Appropriation Resolution - 2020 Freshman Center Renovation Project

Transfer Tuition Rates

Monthly Insurance Report

Financial Report - January 1, 2020 - February 29, 2020

G. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

H. ADJOURNMENT

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

Elkhart Community Schools
Elkhart, Indiana

March 10, 2020

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

Place/Time

| | | |
|------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Board Members Present: | Kellie L. Mullins Carolyn R. Morris Roscoe L. Enfield, Jr. | Babette S. Boling Susan C. Daiber Rodney J. Dale Douglas K. Weaver |
|------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------|

Roll Call

| | | |
|------------------------|-------------------|-------------|
| ECS Personnel Present: | Steven Thalheimer | Doug Thorne |
|------------------------|-------------------|-------------|

The Board discussed details of the proposed joint meeting with the Elkhart Common Council. Superintendent Thalheimer provided a COVID-19 updated, reviewed outline for switching to a consent agenda, and the equity plan.

Topics Discussed

Ms. Morris volunteered to be the reviewer for the distinguished support staff nominees.

The meeting adjourned at approximately 6:45 p.m.

Adjournment

APPROVED:

Signatures

Kellie L. Mullins, President

Babette S. Boling, Member

Carolyn R. Morris, Vice President

Susan C. Daiber, Member

Roscoe L. Enfield, Jr., Secretary

Rodney J. Dale, Member

Douglas K. Weaver, Member

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana
March 10, 2020

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

Place/Time

| | | |
|------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Board Members Present: | Kellie L. Mullins Carolyn R. Morris Roscoe L. Enfield, Jr. | Babette S. Boling Susan C. Daiber Rodney J. Dale Douglas K. Weaver |
|------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------|

Roll Call

President Kellie Mullins called the regular meeting of the Board of School Trustees to order.

Call to Order

Board member, Rodney Dale, recited the Elkhart Promise.

The Elkhart Promise

Mrs. Mullins discussed the invitation to speak protocol.

Superintendent’s Student Advisory Council (SSAC) representative Carter Hazzard, a senior from Central High School (CHS), introduced himself. Mr. Hazzard reported on the 13 students presenting their artwork at the Midwest Museum of Art Noon Talk as part of Youth Art Month on Thursday; in music, gold ratings were received by three solo performers, small mixed ensemble, boys’ barbershop quartet, girls’ barbershop quartet, and large treble ensemble; silver ratings were received by the large mixed ensemble; the band earned 8 gold ratings for soloist, two gold for ensembles, and one silver for ensemble; the jazz ensembles performed at the ISSMA Jazz Festival last weekend – all earning gold ratings. In upcoming events, the school musical Legally Blonde is next weekend and the Sadie Hawkins dance is scheduled for March 21st.

Superintendent’s Student Advisory Council

Cary Anderson, Memorial principal, introduced Frank Kurth, Memorial vice principal. Mr. Kurth recognized the fight song committee members who were present: Cleo Kirkton, Myla McMullen and Savannah Tully. Mr. Kurth led everyone in a rousing rendition of the proposed lyrics to the Elkhart High School fight song.

Special Presentation

An overview of the Agricultural Program and Future Farmers of America (FFA) was presented by Adrianna Shepard, Megan Huys, Brice Johnson and Alejandra McKinney-Lozano. The students reported on why they joined, what they have done, the benefits and the availability of scholarships through FFA competitions, supervised agricultural experiences (SAE), and knowledge gained through the program. A slide presentation highlighted the ACCELL Center/school farm, the student/staff shared responsibilities for maintaining the goats and sheep, and the benefits of the program including business experience, responsibility, leadership and independence.

Student
Recognition

By unanimous action, the Board approved the following minutes:
February 25, 2020 – Public Work Session
February 25, 2020 – Regular Board Meeting
February 28, 2020 – Public Work Session/Retreat

Approval of
Minutes

By unanimous action, the Board approved payment of claims totaling \$6,259,979.00 as shown on the March 10, 2020, claims listing. (Codified File 1920-105)

Payment of
Claims

By unanimous action, the Board accepted with appreciation the following donations made to Elkhart Community Schools (ECS): \$1,000 from Kohl's, \$250 from Dr. Gregory Robbins, DDS, \$250 from Wings, Etc., \$250 from Reschcor, \$500 from Hoosier Crane Service Company, \$100 from Global Composites, \$50 from Hopman Jewelers, \$250 from Tire Reclaimers, \$50 from Crystal Valley Sales, \$100 from Hartzler-Gutermuth-Inman, \$500 from Griffen Plumbing & Heating, and \$250 from Natural Health Family Chiropractic to Mary Daly for the 13th annual Mary Daly Dash; a 2007 Kenworth semi-truck from Harrison Management Corporation (donor valued at \$3,000) for the Diesel Technology program at the EACC; and \$125,000 from Bob & Amy Martin for renovations to Rice Field and North Side Gym.

Gift Acceptance

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 1920-106)

Fundraisers

By unanimous action, the Board approved the purchase of 13 new busses through the State Cooperative Purchasing program. The recommended purchase includes one 84-passenger Colorado specification bus, two 84-passenger busses, seven 78-passenger busses, and 3 72-passenger, wheelchair lift busses for a total of \$1,427,097. Thirteen busses will be traded in for \$79,000. (Codified File 1920-107)

Bus Purchase

Ted Foland, acting energy specialist, presented an energy cost avoidance report and update noting recovering of approximately \$16,000 in mistaken charges for AC chillers, and cost increases for utilities. Mr. Foland recently conducted an audit of the ECAP program, completed posting and corrected all billing accounts; and assisted in the training of the recently named energy specialist, Todd Dowiat. Mr. Foland reported cost avoidance is at 28.7% valued at \$12,189,000.

Energy
Program
Progress
Report

By unanimous action, the Board approved proposed lyrics to the Elkhart High School fight song as presented at the February 25th regular meeting. (Codified File 1920-108)

Elkhart High
School Fight
Song Lyrics

By unanimous action, the Board approved the Equity Plan as presented at the February 25th regular meeting. (Codified File 1920-109)

Equity Plan

By unanimous action, the Board approved proposed revisions to Administrative Regulation GDBA-10 – Miscellaneous Position Pay Schedule, as presented at the February 25th regular meeting. Doug Thorne, district counsel/chief of staff, noted the revision addresses rate of pay for security officers at Tipton.

Administrative
Regulation
GDBA-10

By unanimous action, the Board approved the proposed changes to Board Policy 3421.01A – Professional Staff Contracts and Compensation (Administrators) as amended subsequent to the initial presentation at the December 17, 2019 regular Board meeting. Mr. Thorne noted revisions include the change of Assistant Superintendent of Business to Chief Financial Officer, and range of pay changes.

Board Policy
3421.01A

The Board was presented proposed revisions to Administrative Regulation JEA-1 – Kindergarten Early Entrance Procedure and Application Form, for review. The proposed revision changes the eligibility dates to October 1 from September 1.

Administrative
Regulation
JEA-1

By unanimous action, the Board approved the submission of the following grants: an Integrated English Literacy and Civics Education grant to the Indiana Department of Workforce Development (IDWD) from Adult Education for \$130,000; a Multi-Year Adult Education Competitive grant to the IDWD from Adult Education for \$650,000; and a COPS Office School Violence Protection Program grant from the US Department of Justice Office of Community Oriented Policing Services from the District for \$300,000 (Codified File 1920-110)

Grant
Submission

By unanimous action, the Board approved the following overnight trip requests: Central wrestling team members to travel to Fort Wayne, IN on February 17-18 to compete at semi-state; Central Key Club to travel to Indianapolis February 28 – March 1 to attend a Key Club Convention; three Central and four Memorial JAG students to travel to Indianapolis on March 12-13 to compete at the JAG State Career Development Conference; and 10 EACC student to travel to Cleveland, OH on March 13-15 to compete at Hot Rodders Regional competition.

Overnight Trip
Requests

By unanimous action, the Board approved conference leave requests in accordance with Board policy for staff members as recommended by the administration on the March 10, 2020 listings. (Codified File 1920-111)

Conference
Leave Requests

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

Personnel
Report

Consent agreements regarding unpaid time for two (2) certified staff members. (Codified File 1920-112)

Consent
Agreements

Employment of the following two (2) certified staff members for the 2019-2020 school year, effective on dates indicated:

Certified
Employment

Lemuel Cabang - special education at North Side, 3/20/20
Laura Cauthen - special education at North Side, 3/2/20

Retirement of certified staff member Debra Rorie, intervention at Osolo, effective 3/6/20, with 32 years of service.

Certified
Retirement

Resignation of the following two (2) certified staff members at the end of the 2019-2020 school year:

Certified
Resignations

Sherri Greenfield-Ludwig - language arts at Memorial
Allison Martin - kindergarten at Roosevelt

Maternity leave for certified staff member Ashley Smith, grade 1 at Roosevelt, beginning 4/20/20 and ending 5/22/20.

Certified
Leave

Employment of the following nine (9) classified employees having successfully completed their probationary period on dates indicated:

Classified
Employment

Justin Allen - paraprofessional at Memorial, 3/4/20
Sarah Avery - paraprofessional at Monger, 3/10/20
Alix Davis - bus driver at Transportation, 2/28/20
Elizabeth Landeros - food service at Bristol, 2/26/20
Thomas Louiselle - bus driver at Transportation, 2/28/20
Douglas May - bus helper at Transportation, 2/28/20
Cory Metcalfe - data systems analyst at Tech Services, 2/28/20
Amber Rowland - paraprofessional at Cleveland, 2/28/20
Lindsay Waite - paraprofessional at EACC, 2/28/20

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

Classified
Resignations

Edith Fernandez - food service at Cleveland, 3/13/20
Shondalin Gates - food service at North Side, 3/3/20
Maria Ha - paraprofessional at Beck, 3/19/20
Lynda Miller - food service at Pinewood, 3/13/20
Candace Vazquez - bus driver at Transportation, 2/12/20

An audience member spoke regarding the need for unstructured play and presented copies of his book *Get Out of the Way and Let Kids Learn* to the Board.

From the Audience

Superintendent Thalheimer thanked Cyndy Keeling, director of Ag Curriculum and ACCELL, for her work with the Ag Program and FFA.

From the Superintendent

Superintendent Thalheimer addressed the COVID-19 situation. Dr. Thalheimer stated guidelines from Health Department are being followed; buildings are being supplied with additional cleaning products; and work is progressing on E-learning directives.

From the Superintendent

Board secretary, Rocky Enfield, invited everyone to attend the Youth Art Month exhibit at the Midwest Museum of Art.

From the Board

Board member Doug Weaver complimented the staff responsible for the boys' regional basketball games held at North Side Gym.

From the Board

The meeting adjourned at approximately 8:15 p.m.

Adjournment

APPROVED:

Signatures

Kellie L. Mullins, President

Carolyn R. Morris, Vice President

Roscoe L. Enfield, Jr., Secretary

Babette S. Boling, Member

Susan C. Daiber, Member

Rodney J. Dale, Member

Douglas K. Weaver, Member

MINUTES
OF THE SPECIAL MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana
March 17, 2020

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

Place/Time

| | | |
|------------------------|---------------------------------------------|-----------------------------------------------------------------------------|
| Board Members Present: | Kellie L. Mullins Roscoe L. Enfield, Jr. | Babette S. Boling Susan C. Daiber Rodney J. Dale Douglas K. Weaver |
|------------------------|---------------------------------------------|-----------------------------------------------------------------------------|

Roll Call

Absent: Carolyn R. Morris

President Kellie Mullins called the special meeting of the Board of School Trustees to order.

Call to Order

By unanimous action, the Board adopted a Resolution authorizing school leadership to take all appropriate action in a timely fashion to ensure the safety and well-being of our school community for the remainder of the current school term due to the COVID-19 pandemic. (Codified File 1920-112)

Resolution

The meeting adjourned at approximately 12:55 p.m.

Adjournment

APPROVED:

Signatures

Kellie L. Mullins, President

Carolyn R. Morris, Vice President

Roscoe L. Enfield, Jr., Secretary

Babette S. Boling, Member

Susan C. Daiber, Member

Rodney J. Dale, Member

Douglas K. Weaver, Member



MARY DALY ELEMENTARY SCHOOL

1735 STRONG AVENUE • ELKHART, IN 46514

PHONE: 574-295-4870



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: 3/12/20

TO: Dr. Steve Thalheimer
Board of School Trustees

FROM: Josh Nice

RE: Gift Acceptance

Mary Daly has received a donation from the following business for the 13th Annual Mary Daly Dash, These monies will be used to fund student activities.

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:

- D & W Inc, 941 Oak Street, Elkhart 46514 – \$250.00



MARY DALY ELEMENTARY SCHOOL

1735 STRONG AVENUE • ELKHART, IN 46514

PHONE: 574-295-4870



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER

2720 CALIFORNIA ROAD • ELKHART, IN 46514

PHONE: 574-262-5500

DATE: 3/17/20

TO: Dr. Steve Thalheimer
Board of School Trustees

FROM: Josh Nice

RE: Gift Acceptance

Mary Daly has received a donation from the following businesses for the 13th Annual Mary Daly Dash, These monies will be used to fund student activities.

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

- Gustafson Lighting, 30167 Copperwoods Dr, Granger, IN 46530 – \$25.00
- North American Moulding, PO Box 600, Edwardsburg, MI 49112 – \$500.00



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

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

FROM: BRANDON EAKINS BE

DATE: MARCH 24, 2020

RE: DONATION APPROVAL - EACC

Culver's has donated \$1,781.00 to our Ag/Motorcycle/Outdoor Power Technology class. This money was collected through canister donations, Scoop of Thanks held on 5/02/19, and 10% of sales on 2/25/20. This money will be used for student related activities.

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:

Culver's
Andrew Habich, Owner
2915 Brittany Ct.
Elkhart, IN 46514



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: DR. THALHEIMER
BOARD OF SCHOOL TRUSTEES

FROM: BRANDON EAKINS BE

DATE: MARCH 11, 2020

RE: DONATION APPROVAL - EACC

Cardinal Buses provided a bus for the Diesel Service Technology class to attend a field trip to the NTEA (National Truck Equipment Association) Work Truck Show 2020 in Indianapolis Indiana on March 5, 2020.

This donation was very helpful as it provided the means for our Diesel Service Technology students to attend this show and to have the exposure to the latest trucks, vehicle components, and equipment available in the field.

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:

Cardinal Buses, LLC.
202 E Winslow Street
Middlebury, IN 46540



INSTRUCTIONAL LEADERSHIP

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: DR. STEVE THALHEIMER
FROM: DR. BRADLEY SHEPPARD *Bradley Sheppard*
DATE: MARCH 9, 2020

GIFT APPROVAL – MUSIC DEPARTMENT

Christine Beyer has offered to donate one (1) Bach Trumpet (serial number 099413) to the music department of the Elkhart Community Schools.

Quinlan & Fabish Music Company has examined the instrument and finds it to be in good condition. The fair market value of the instrument is \$150.00.

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

Christine Beyer
30687 Raintree Drive
Granger IN 46530



ELKHART COMMUNITY SCHOOLS



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

**TO: BOARD OF SCHOOL TRUSTEES
SUPERINTENDENT STEVE THALHEIMER**

FROM: KEVIN SCOTT

DATE: MARCH 19, 2020

SUBJECT: GIFT ACCEPTANCE

The following donation was made to Elkhart Community Schools for ETI Building Fund:

| | |
|--------------------|-----------|
| Welch Packaging | \$250,000 |
| Mr. Scott Welch | |
| 1130 Herman Street | |
| Elkhart, IN 46516 | |

I am requesting approval from the Board of School Trustees to accept these donations and appropriate letters of acknowledgement and appreciation be sent.

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

March 16, 2020

TO: Dr. Thalheimer
Board or School Trustees

FROM: Kevin Scott

SUBJECT: Extra-Curricular Purchase

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

| SCHOOL/ACCOUNT | ITEM | AMOUNT |
|----------------|-------------------------------|------------|
| West Side Band | Lunch costs during music trip | \$1,000.00 |
| EMHS Choirs | Charter bus costs | \$4,900.00 |

March 24, 2020, Meeting of Board of School Trustees

| School/Organiz ation | Fundraising Activity Description/Purpose | Date(s) of Activity | Date Submitted | Sponsor(s) |
|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------|----------------|
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| | | | | |
| | Please note the following fundraisers are presented for confirmation only. | | | |
| Elkhart Area Career Center/ Cosmetology II AM | Students will be meeting with local salons to sell tickets for the "Through the Decades" hair show. Proceeds will be donated to a student at Monger who was recently diagnosed with Leukemia. - Previously they had requested donations to Cares University and Pair Purse Inc. with a show date of 3/7/20 | 4/18/2020 | 3/12/2020 | Nakara Murray |
| Memorial AFJROTC Raider Team and Central AFJROTC | County Meats smoked snacks are protein snacks to be sold after school. Proceeds will be used for the Raider Team equipment and meet fees. Previously the submission did not include Central AFJROTC. | 2/12/2020- 11/1/2020 | 1/17/2020 | Scott Rutledge |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| What is the title of the grant? | What is the name of the granting agency/entity? | Please list school/entity applying. | Individual/contact applying for the grant? | What is the amount applied for? | How will the grant funds be used and who will oversee the management of the grant? | Please explain how the grant funds will be used to support the district vision, focus, and goals. | Please outline the grant budget for the funds requested. | What is the grant submission deadline? |
|---------------------------------|-------------------------------------------------|-------------------------------------|--------------------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| Game On Grant | Action for Healthy Kids | Mary Daly | Lisa Regan | \$2,500 | Grant funds will be used to purchase snacks, drinks, and prizes for Run Club members. They will also be used to purchase healthy snacks for the PRIDE store. See specific budget below. Management of the grant will be overseen Lisa Regan and Carolyn Lesperance. | Building the whole student so they are supported beyond the classroom | <p>Snacks for Run Club members \$0.50 x 2 days=\$1.00 a week per student \$1.00 x 125 students=\$125.00 per week \$125.00 x 10 weeks=\$1,250 total</p> <p>Run Club Milage prizes Peppermints-\$11.99 per container x 5=\$59.95 Gumballs-\$27.99 per container x 10=\$279.00</p> <p>Awards for Top Runners Water bottles (set of 4)-4 sets x \$10.99=\$43.96 Drawstring bags (set of 15)-17.89 Socks (for boys)-2 sets x \$13.69=\$27.38 Socks (for girls)-2 sets x \$16.00-\$32.00</p> <p>Total budget-\$1,710.18</p> <p>The remaining grant money, in the amount of \$789.82 will be spent to purchase snacks for prizes in the school store. All items will meet the USDA's Smart Snacks in School nutrition standards.</p> | 4/3/2020 |

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

DATE: March 19, 2020
 TO: Dr. Steve Thalheimer, Superintendent
 FROM: Dr. Bradley Sheppard *Bradley Sheppard*
 RE: **Conference Leave Requests**
March 24, 2020 - Board of School Trustees Meeting

The following requests for excused absences are recommended for approval:

| 2019 - 2020 CONFERENCES | EXPENSES | SUBSTITUTE |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------|
| ONE VISION, ONE VOICE: AMERICAN SCHOOL COUNSELOR ASSOCIATION NATIONAL CONFERENCE Approximately 3,600 school counseling professionals meeting for inspirational keynote sessions, informative breakout sessions, in-depth looks at hot topics in the school school counseling profession and networking opportunities. Seattle, WA June 26 - July 1, 2020 (0 day's absence) GAIL DRAPER - CENTRAL/MEMORIAL (2-6) HEIDI ELONICH - CENTRAL (1-2) ELISE MALLER - CENTRAL (1-2) MICHELE TIBBS - MEMORIAL (2-5) | \$10,756.00 | \$0.00 |
| | <i>Lilly Comp Counseling 2017-20</i> | <i>N/A</i> |
| | \$10,756.00 | \$0.00 |
| 2019 YEAR-TO-DATE EDUCATION FUNDS | \$18,616.80 | \$1,425.00 |
| 2020 YEAR-TO-DATE EDUCATION FUNDS | \$6,491.90 | \$1,330.00 |
| 2019 YEAR-TO-DATE OTHER FUNDS | \$239,276.45 | \$19,475.00 |
| 2019 YEAR-TO-DATE ADJUSTMENTS | \$0.00 | \$0.00 |
| 2020 YEAR-TO-DATE OTHER FUNDS | \$40,863.33 | \$4,465.00 |
| 2020 YEAR-TO-DATE ADJUSTMENTS | \$0.00 | \$0.00 |
| GRAND TOTAL | \$305,248.48 | \$26,695.00 |

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



HUMAN RESOURCES

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: DR. STEVEN THALHEIMER
FROM: MS. CHERYL WAGGONER
DATE: MARCH 24, 2020

PERSONNEL RECOMMENDATIONS

CERTIFIED

- a. **Administrative Appointment** – The administration recommends confirmation of the following administrative appointments:

| | |
|-------------------------|-------------------------------------------------------------|
| Lisa Ernsberger | ESC / Director of High Ability |
| Bryan Hammontree | Elkhart Academy / Alternative Programs Principal |
| Gregory Stover | Engineering, Technology & Innovation / Principal |

- b. **New Certified Staff** – We recommend the following new certified staff for employment in the 2019-20 school year:

| | |
|-------------------------|-------------------------------------|
| Ashley Kovach | Cleveland/Grade 1 |
| Michael Mitchell | Beardsley/Physical Education |

- c. **Retirement** – We report the retirement of the following employees:

| | | |
|------------------------|---------------------------------------|----------------------------|
| Teri D’Hoore | Riverview/Special Education | 36 Years of Service |
| Michael Maloney | Career Center/Collision Repair | 27 Years of Service |
| Nancy Sanders | Riverview/Special Education | 42 Years of Service |

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

| | |
|------------------------|--------------------------|
| Jennifer Miller | Cleveland/Grade 2 |
| Begin: 4/17/20 | End: 5/28/20 |

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

| | |
|-----------------------|--------------------------|
| Michael Kelley | Central/Counselor |
| Began: 1/22/18 | Resign: 4/10/20 |

Wesley Molyneaux
Began: 7/1/16

ESC/Director Technology
Resign: 4/3/20

CLASSIFIED

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

Dominique Bellard
Began: 1/21/20

Feeser/Food Service
PE: 3/16/20

Hillaree Biddlecome
Began: 1/21/20

Pierre Moran/Social Worker
PE: 3/16/20

Bryan Fossett
Began: 1/27/20

Transportation/Bus Helper
PE: 3/20/20

Nicole LeCount
Began: 1/24/20

Eastwood/Paraprofessional
PE: 3/19/20

Kelly Neff
Began: 1/27/20

Memorial/Paraprofessional
PE: 3/20/20

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

Justin Allen
Began: 1/9/20

Memorial/Paraprofessional
Resign: 3/13/20

Dayna Corkins
Began: 9/11/18

Hawthorne/Paraprofessional
Resign: 8/15/19

Clacy Heston
Began: 11/4/19

West Side/Paraprofessional
Resign: 3/16/20

Kevin Hunter
Began: 1/23/19

Transportation/Bus Helper
Resign: 3/5/20

Betty Lou Kline
Began: 8/17/17

Central/Secretary
Resign: 4/10/20

Ashley Kovach
Began: 11/11/19

Cleveland/Paraprofessional
Resign: 3/20/20

Kristina Wiskotoni
Began: 9/19/16

Elkhart Academy/Food Service
Resign: 3/13/20



c. Retirement – We report the retirement of the following classified employees:

Janice Beutter
Began: 8/18/88

Beardsley/Social Worker
Retire: 6/5/20
31 Years of Service

Rosetta Bloss
Began: 1/20/05

Memorial/Secretary
Retire: 6/5/20
15 Years of Service

Kimberly Sevrey
Began: 10/15/96

Bristol/Paraprofessional
Retire: 4/1/20
YOS: 23

d. Unpaid Leave Request - We recommend an extension to unpaid leave for the following employees:

Natashia deJesus
Begin: 3/12/20

Transportation/Bus Driver
End: 6/3/20

Maria Gonzalez
Begin: 2/28/20

Riverview/Paraprofessional
End: 6/3/20

Elsa Verde Zamudio
Begin: 12/6/19

Career Center/Paraprofessional
End: 3/19/20



ELKHART COMMUNITY SCHOOLS
 KINDERGARTEN EARLY ENTRANCE PROCEDURE AND APPLICATION FORM

PROCEDURE:

Elkhart Community Schools allows children who turn 5 on or after August 2 to be admitted to kindergarten. Indiana Law requires school districts to establish a procedure for considering requests for early entrance to kindergarten from parents/guardians of children who turn 5 after August 1. In Elkhart Community Schools, this process is as follows:

Parents/guardians of children turning 5 on or after August 2 through and including ~~September~~ October 1, who want their children to enroll in kindergarten, shall contact the child’s home school or the Student Services Department at 574-262-5540 to inquire about the early entry process. The home school or Student Services Department will provide a Kindergarten Early Entrance Application which needs to be completed and submitted on or before the first scheduled day of school of the school year. Applications will be reviewed to gain information regarding a child’s participation in Pre K or other identified early childhood opportunities. Once notified of receipt and approval of the application, parents/guardians are to register the child(ren) at the elementary school.

APPLICATION

Child’s Name _____
 Last First Middle (Nickname)

Date of Birth _____ (Please attach a copy of your child’s birth certificate)

Name of Elementary School _____

Parent/Guardian Name(s) _____

Home Address _____

Telephone Numbers _____(Home) _____(Cell) _____(Work)

Please tell us about your child:

Early Childhood Opportunity History

Has your child attended Pre K or another early childhood opportunity? ____ Yes ____ No

If yes, please list the name of the program _____

How many days/weeks did your child attend the program _____

Social Emotional Development

Has your child had opportunities to interact with children his/her age? _____ Yes _____ No

If yes, describe your child's interactions during these opportunities. _____

Do you expect your child to have difficulty separating from you? _____ Yes _____ No

If yes, are there ways the school can support your child to make this transition easier? _____

Please check the following skills your child has mastered so we can learn more about your child:

_____ Intentionally makes marks or scribbles

_____ Can write first name

_____ Listens to a story

_____ Answers who, what, where questions

_____ Follows routines at home

_____ Follows 1 step directions

_____ Follows 2 step directions

How many upper and lowercase letters does your child recognize? _____

How high is your child able to count without skipping numbers? _____

Please circle the colors your child can name:

red green yellow orange blue brown black

Please submit information which will assist in identifying the skills your child has mastered along with this application. This may include child work samples, Early Childhood Teacher progress reports, or other items you feel will help us begin to get to know your child.

Parent/Guardian Signature

Date

May 14, 2019 March 24, 2020



TECHNOLOGY SERVICES

PHONE: 574-262-5676



ELKHART COMMUNITY SCHOOLS

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

To: Kevin Scott, Chief Financial Officer
CC: Tony Gianesi, Chief Operating Officer
From: Jason Inman, Director of Technology Services
Date: March 9th, 2020
Subject: Network Storage Purchase

Mr. Scott:

I am requesting approval to purchase computer storage equipment with a cost greater than \$250,000 to meet the current and future needs of the school district. With over 200 virtual servers and 1,000 cameras in the district, the need for additional storage has become critical. Once approved, our current computer storage equipment would be moved to our disaster recovery site for data backup purposes. I am proposing a 3-year lease at 0% interest and a \$1 buyout of the equipment at the end of the lease. Three annual payments of \$106,303.44 will allow us to split the cost up over the lease term.

Due to the specialized nature of this purchase and the need to integrate with our existing systems, we sought two competitive quotes using the special purposes section in Indiana Code 5-22-10. We also have a reasonable expectation that appropriation would be available to fund this commitment in years 2 and 3 because the primary revenue source for the Operations Fund is stable property taxes. The Operations Fund also provides a growth (inflation) factor allowing additional revenue in subsequent years. If you have any questions, let me know.

Thank you,

Jason F. Inman

Jason Foster Inman
Director of Technology Services
Elkhart Community Schools
(574) 262-5560

QUOTE # 1



CISCO CAPITAL FINANCING OPTION

March 10, 2020
****Quote Expires: March 26, 2020**

Elkhart Community Schools

EQUIPMENT FINANCE OPTION: The financing will be completed by Key Government Finance, Cisco Systems Capital's financing partner for government and education customers. Payments due under the financing will be made directly to Key Government Finance, Inc.

LESSOR: Key Government Finance, Inc.

LESSEE: **Elkhart Community Schools**

EQUIPMENT: Cisco Systems Products

| | Project Summary |
|------------------------------------|----------------------|
| NSI Quote #075915 | \$ 115,954.85 |
| NSI Quote #075915 | \$ 202,955.48 |
| TOTAL AMOUNT TO BE FINANCED | \$ 318,910.33 |

FINANCING STRUCTURE: This is a financing with the title to the equipment passing to lessee. This is a net financing under which Lessee pays all costs, including insurance, maintenance and taxes, for the term of the financing. At the end of the financing term the equipment can be purchased for \$1.

| Amount to be Financed | Interest Rate | Annual Payments | Payment Due Date | Payment Factor(*) | Pmts / Year | Term | Buy Down Required |
|-----------------------|---------------|-----------------|------------------|-------------------|-------------|---------|-------------------|
| \$318,910.33 | 0.00% | \$106,303.44 | *4/30/2020 | 0.3333333 | 1 | 3 Years | \$13,408.05 |
| | | \$106,303.44 | *4/30/2021 | | | | |
| | | \$106,303.44 | *4/30/2022 | | | | |

*Assumes a lease/escrow funding on 3/30/2020

(*) The payment factor expresses the payment as a percentage of the Equipment Cost. To calculate the periodic lease payment for any Equipment Cost, multiply the payment factor by the Equipment Cost.

RATE INDEX: The interest rate provided above is based on current market rates as of the date of this proposal, and will be subject to change based on market conditions as of the time of closing. After closing the interest rate will be fixed for the term of the financing.

APPROVAL: The financing contemplated by this proposal is subject to the execution and delivery of all appropriate documents (in form satisfactory to Lessor), including without limitation, to the extent applicable, the Master Lease Agreement, any Schedule, financing statements, legal opinion or other documents or agreements reasonably required by Lessor. This proposal, until credit approved, serves as a quotation, not a commitment by Key Government Finance to provide credit. Final acceptance of this proposal is subject to credit, collateral and essential use review and approval by Lessor.

CONTACT: Contact your financing representative with any questions:

Bill Pattyn - US State & Local Government Account Manager
 Cisco Systems Capital
 (248) 860-4398

Jason Hennings - US State & Local Government Account Manager
 Key Government Finance, a Cisco Systems Capital Partner
 (720) 304-1442

bpattyn@cisco.com

jason.m.hennings@key.com

NOTES: The rates provided above are based on a minimum funding amount of \$50,000. If total to be funded will be less than \$50,000 please contact us for a revised Proposal.

QUOTE # 2



QUOTE: 2003520021874-02

DATE: 03/03/2020

PAGE: 1 of 6

TO: Elkhart Community School District
Allen Brokamp
2720 California Rd
Elkhart, IN 46514-1220

abrokamp@elkhart.k12.in.us
(p) .

FROM: Presidio Networked Solutions Group, LLC
Mike Wiseman
12272 Hancock St
Carmel, IN 46032

mikewiseman@presidio.com
(p) 317.428.6406

BILL TO: Elkhart Community School District

2720 California Rd
Elkhart, IN 46514-1220

SHIP TO: Elkhart Community Schools

1135 Kent St
Service Bldg
Elkhart, IN 46514

Customer#: ELKHA004

Contract Vehicle: Indiana Quantity Purchase Agreement #12921 For Cisco Hardware, Software, Professional and Advanced Services EDS# D20-3-12921

Account Manager: Mike Wiseman

Inside Sales Rep: Cindy Gannon

Title: VX Rail

| # | Part # | Description | Unit Price | Qty | Ext Price |
|---------|--------------------|------------------------------------------|------------|-------------------|-------------|
| VX Rail | | | | | |
| 1 | PS-BAS-IDMVB | IDM DATA MIGRATION VIRTUAL, BASE | \$1,495.48 | 1 | \$1,495.48 |
| 2 | CE-PDPHCITC0001 | 1 TRAINING CREDIT VALID 1YR (PDP HCI) | \$0.94 | 600 | \$564.00 |
| 3 | PS-PDP-P30VXRAIL | 30DAYPOSTDEPLOYASSIST VXRAIL | \$205.10 | 1 | \$205.10 |
| 4 | PSINST-ESRS | ZERO DOLLAR ESRS INSTALL | \$0.00 | 1 | \$0.00 |
| 5 | VXR-14G-MGR-DE-4.7 | VXRAIL SOFTWARE IMAGE V4.7=MA | \$0.00 | 1 | \$0.00 |
| 6 | M-PSM-HW-J-002-5Y | PROSUPPORT 4HR/MC VSAN ADV HW-5 YR | \$9,655.14 | 1 for 60 mo(s) | \$9,655.14 |
| 7 | TPM1.2MODULEAF | VXRAIL-500 TPM 1.2 MODULE AF | \$27.70 | 1 | \$27.70 |
| 8 | PS1600W-250VACF | VXRAIL-500 DUALHOTPLG 1600W PS-250VAC F | \$398.94 | 1 | \$398.94 |
| 9 | INSTGR13USAR740 | VXRAIL-500 USA SHIPMOD GR1300 | \$45.56 | 1 | \$45.56 |
| 10 | PS-PDP-VXRDP | PDP FOR VXRAIL DEPLOY PER NODE | \$3,281.53 | 4 | \$13,126.12 |
| 11 | SYSP5702SVADV F | VXRAIL 14G P570 2U1N 2S NVME ADV AF | \$5,579.32 | 1 | \$5,579.32 |
| 12 | PS-BAS-IDMVE | IDM DATA MIGRATION VIRTUAL, EVENT | \$1,837.31 | 1 | \$1,837.31 |
| 13 | CE-HCITC0001 | 1 TRAINING CREDIT VALID 1YR (HCI) | \$0.94 | 2 | \$1.88 |
| 14 | PWR200VRACK | C13-C14 PDU RACK PWR CRD 2M N. AM | \$0.00 | 2 | \$0.00 |
| 15 | RRAILKIT2U1NCMAAF | VXRAIL-500 B6 READYRAILS II W/CMA 2U1NAF | \$88.90 | 1 | \$88.90 |
| 16 | 2SP570HSDM125GR | VXRAIL-500 2SP570 125GR CHASSIS,FAN,HSK | \$990.42 | 1 | \$990.42 |
| 17 | HBA330CTRL2SF | VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F | \$84.44 | 1 | \$84.44 |

| | | | | | |
|----|--------------------|-------------------------------------------|------------|-------------------|-------------|
| 18 | PROGD62481SF | VXR INTEL CPU GD 6248 2.5G, 20C/40T 1S F | \$2,152.83 | 1 | \$2,152.83 |
| 19 | PROGD62482SF | VXR INTEL CPU GD 6248 2.5G, 20C/40T 2S F | \$2,152.83 | 1 | \$2,152.83 |
| 20 | RISER740CNFG6DUAL | VXRAIL-500 RISER R740CNFG6 AND BOSS CTR | \$123.75 | 1 | \$123.75 |
| 21 | MEM16GB2933MTF | VXRAIL MEMORY 16GB 2933MT RDIMM F | \$213.98 | 12 | \$2,567.76 |
| 22 | RDIMM2933INFO | VXRAIL FACTORYORD RQ 2933MHZ RDIMM | \$0.00 | 1 | \$0.00 |
| 23 | NDCX710QP10GBSFPAF | VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF | \$398.49 | 1 | \$398.49 |
| 24 | INSTKITSFPAF | HCIA INSTALL KIT 10GBE SFP+ AF | \$26.81 | 1 | \$26.81 |
| 25 | 458-001-937 | RECOVERPOINT FOR VM FOR 1-NODE HCIA | \$0.00 | 1 | \$0.00 |
| 26 | M-PSM-SW-D3-001 | PROSUPPORT 4HR/MC SOFTWARE SUPPORT | \$0.00 | 1 for 60 mo(s) | \$0.00 |
| 27 | 456-111-959 | RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB | \$0.00 | 1 | \$0.00 |
| 28 | 458-002-517 | VXRAIL VMWARE VSAN ADVANCED | \$0.00 | 1 | \$0.00 |
| 29 | M-PSM-SW-J-006 | PROSUPPORT 4HR/MC VSAN ADV SW SUPPORT | \$0.00 | 1 for 60 mo(s) | \$0.00 |
| 30 | 456-113-801 | VXRAIL VMWARE VSAN ADVANCED 5Y MAINT=IG | \$0.00 | 2 | \$0.00 |
| 31 | VXROSGDPROCSF | VXRAIL HCI SYSTEM SOFTWARE(G F)=IG | \$1,969.67 | 2 | \$3,939.34 |
| 32 | M-PSM-SW-J-001 | PROSUPPORT 4HR/MC SOFTWARE SUPPORT | \$1,969.44 | 1 for 60 mo(s) | \$1,969.44 |
| 33 | VXRS1.92SATAF | VXR HCI SYSTEM SOFTWARE(CAP 1.92 SATA)=CF | \$495.88 | 6 | \$2,975.28 |
| 34 | M-PSM-SW-J-001 | PROSUPPORT 4HR/MC SOFTWARE SUPPORT | \$1,487.64 | 1 for 60 mo(s) | \$1,487.64 |
| 35 | VXR-14G-MGR-DE-4.7 | VXRAIL SOFTWARE IMAGE V4.7=MA | \$0.00 | 3 | \$0.00 |
| 36 | M-PSM-HW-J-002-5Y | PROSUPPORT 4HR/MC VSAN ADV HW-5 YR | \$9,655.14 | 3 for 60 mo(s) | \$28,965.42 |
| 37 | TPM1.2MODULEAF | VXRAIL-500 TPM 1.2 MODULE AF | \$27.70 | 3 | \$83.10 |
| 38 | PS1600W-250VACF | VXRAIL-500 DUALHOTPLG 1600W PS-250VAC F | \$398.94 | 3 | \$1,196.82 |
| 39 | INSTGR13USAR740 | VXRAIL-500 USA SHIPMOD GR1300 | \$45.56 | 3 | \$136.68 |
| 40 | SYSP5702SVADVDF | VXRAIL 14G P570 2U1N 2S NVME ADV AF | \$5,579.32 | 3 | \$16,737.96 |
| 41 | PWR200VRACK | C13-C14 PDU RACK PWR CRD 2M N. AM | \$0.00 | 6 | \$0.00 |
| 42 | RRAILKIT2U1NCMAAF | VXRAIL-500 B6 READYRAILS II W/CMA 2U1NAF | \$88.90 | 3 | \$266.70 |
| 43 | RISER740CNFG6DUAL | VXRAIL-500 RISER R740CNFG6 AND BOSS CTR | \$123.75 | 3 | \$371.25 |
| 44 | PROGD62482SF | VXR INTEL CPU GD 6248 2.5G, 20C/40T 2S F | \$2,152.83 | 3 | \$6,458.49 |
| 45 | PROGD62481SF | VXR INTEL CPU GD 6248 2.5G, 20C/40T 1S F | \$2,152.83 | 3 | \$6,458.49 |
| 46 | HBA330CTRL2SF | VXRAIL-500 PERCHBA330+RAIDCTR12GB 2SLP F | \$84.44 | 3 | \$253.32 |
| 47 | 2SP570HSDM125GR | VXRAIL-500 2SP570 125GR CHASSIS,FAN,HSK | \$990.42 | 3 | \$2,971.26 |
| 48 | RDIMM2933INFO | VXRAIL FACTORYORD RQ 2933MHZ RDIMM | \$0.00 | 3 | \$0.00 |

| | | | | | |
|-------------------------|--------------------|-------------------------------------------|------------|-------------------|---------------------|
| 49 | MEM16GB2933MTF | VXRAIL MEMORY 16GB 2933MT RDIMM F | \$213.98 | 36 | \$7,703.28 |
| 50 | NDCX710QP10GBSFPAF | VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF | \$398.49 | 3 | \$1,195.47 |
| 51 | INSTKITSFPAF | HCIA INSTALL KIT 10GBE SFP+ AF | \$26.81 | 3 | \$80.43 |
| 52 | 458-001-937 | RECOVERPOINT FOR VM FOR 1-NODE HCIA | \$0.00 | 3 | \$0.00 |
| 53 | M-PSM-SW-D3-001 | PROSUPPORT 4HR/MC SOFTWARE SUPPORT | \$0.00 | 3 for 60 mo(s) | \$0.00 |
| 54 | 456-111-959 | RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB | \$0.00 | 3 | \$0.00 |
| 55 | VXRS1.92SATAF | VXR HCI SYSTEM SOFTWARE(CAP 1.92 SATA)=CF | \$495.88 | 18 | \$8,925.84 |
| 56 | M-PSM-SW-J-001 | PROSUPPORT 4HR/MC SOFTWARE SUPPORT | \$1,487.64 | 3 for 60 mo(s) | \$4,462.92 |
| 57 | VXROSGDPROCSF | VXRAIL HCI SYSTEM SOFTWARE(G F)=IG | \$1,969.67 | 6 | \$11,818.02 |
| 58 | M-PSM-SW-J-001 | PROSUPPORT 4HR/MC SOFTWARE SUPPORT | \$1,969.44 | 3 for 60 mo(s) | \$5,908.32 |
| 59 | 458-002-517 | VXRAIL VMWARE VSAN ADVANCED | \$0.00 | 3 | \$0.00 |
| 60 | M-PSM-SW-J-006 | PROSUPPORT 4HR/MC VSAN ADV SW SUPPORT | \$0.00 | 3 for 60 mo(s) | \$0.00 |
| 61 | 456-113-801 | VXRAIL VMWARE VSAN ADVANCED 5Y MAINT=IG | \$0.00 | 6 | \$0.00 |
| 62 | CAPSSDSATA1.92TBF | VXR 1.92TB CAPACITY SATA 2.5IN SSD F | \$468.63 | 6 | \$2,811.78 |
| 63 | DSKLESSNVMECONFIGF | VXRAIL-500 DISKLESS NVME CONFIGURATION F | \$0.00 | 1 | \$0.00 |
| 64 | CACHESSD800GB | VXR 800GB CACHE SSD 2.5IN | \$893.04 | 2 | \$1,786.08 |
| 65 | CAPSSDSATA1.92TBF | VXR 1.92TB CAPACITY SATA 2.5IN SSD F | \$468.63 | 18 | \$8,435.34 |
| 66 | DSKLESSNVMECONFIGF | VXRAIL-500 DISKLESS NVME CONFIGURATION F | \$0.00 | 3 | \$0.00 |
| 67 | CACHESSD800GB | VXR 800GB CACHE SSD 2.5IN | \$893.04 | 6 | \$5,358.24 |
| 68 | 210-ALSS | SEL S4148F-ON, PSU TO IO 2 PSU OS10 TAA | \$6,510.32 | 2 | \$13,020.64 |
| 69 | PS-PDP-S4XXXDP | PDP FOR DELL EMC NETWORKING S4XXX | \$5,093.21 | 2 | \$10,186.42 |
| 70 | 4148FAMER5PNBD | SEL S4148F ON 5YR PROSUPPORT NBD | \$1,538.34 | 2 for 60 mo(s) | \$3,076.68 |
| 71 | 4148FAMER1RTD | SEL S4148F-ON 1 YR RETURN TO DEPOT | \$86.02 | 2 for 60 mo(s) | \$172.04 |
| 72 | 470-AAGN | SEL - SFP/SFP+ DAC 1M ATTACH | \$24.82 | 2 | \$49.64 |
| 73 | 470-AAGR | SEL - SFP/SFP+ DAC 5M ATTACH | \$44.66 | 16 | \$714.56 |
| 74 | 407-BBEE | SEL - 10G XCVR LR - SFP ATTACH | \$363.91 | 16 | \$5,822.56 |
| 75 | CE-PDPSTRTC0001 | 1 TRAINING CREDIT VALID 1YR (PDP STR) | \$0.94 | 400 | \$376.00 |
| 76 | PS-PDP-P30CNCTRIX | 30DAYPOSTDEPLOYASSIST CONNECTRIX | \$205.10 | 1 | \$205.10 |
| Total (VX Rail): | | | | | \$207,903.33 |

Camera Servers

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

| Item ID | Description | Unit Price | Quantity | Total Price |
|------------------|------------------------------------------------------------------------------------------------------------------------|-------------|----------|--------------|
| 77 210-AKZR | PowerEdge R740XD Server | \$15,189.56 | 8.00 | \$121,516.48 |
| Comments: | | | | |
| | PowerEdge R740XD Server 210-AKZR - 1 | | | |
| | PowerEdge R740/R740XD Motherboard 329-BEIK - 1 | | | |
| | No Trusted Platform Module 461-AADZ - 1 | | | |
| | Chassis with up to 12 x 3.5" HDD, 4 x 3.5" HDDs on MP and 4 x 2.5" HDDs on Flexbay for 2CPU Configuration - 1 | | | 321-BCPW |
| | PowerEdge R740XD Shipping 340-BLBE - 1 | | | |
| | PowerEdge R740 Shipping Material 340-CORZ - 1 | | | |
| | Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 338-BSDL - 1 | | | |
| | Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 338-BSDL - 1 | | | |
| | Additional Processor Selected 379-BDCO - 1 | | | |
| | DIMM Blanks for System with 2 Processors 370-ABWE - 1 | | | |
| | 1U Pipe Low Profile Heatsink 412-AAIP - 1 | | | |
| | 1U Pipe Low Profile Heatsink 412-AAIP - 1 | | | |
| | 2933MT/s RDIMMs 370-AEPP - 1 | | | |
| | Performance Optimized 370-AAIP - 1 | | | |
| | Unconfigured RAID 780-BCDS - 1 | | | |
| | PERC H740P RAID Controller, 8GB NV Cache, Mini card 405-AANQ - 1 | | | |
| | BOSS controller card + with 2 M.2 Sticks 480GB (RAID 1),FH 403-BBSV - 1 | | | |
| | Windows Server 2019 Datacenter,16CORE,FI,No MED,UnLTD VMs,NO CALS, Multi Language 634-BSFD - 1 | | | |
| | Windows Server 2019 Datacenter,16CORE,Digitally Fulfilled Recovery Image, Multi Language 528-CFHY - 1 | | | |
| | Windows Server 2019 Datacenter,No Media,WS2016 DC Downgrade DF Media, Multi Language 528-CHGB - 1 | | | |
| | Windows Server 2019 Datacenter,No Media,WS2012R2 DC Downgrade DF Media, Multi Language 528-CHGC - 1 | | | |
| | Windows Server 2019 Datacenter,No Media,WS2016 DC Downgrade Media, Multi Language 634-BSGO - 1 | | | |
| | iDRAC9,Enterprise 385-BBKT - 1 | | | |
| | OpenManage Enterprise Advanced 528-BIYY - 1 | | | |
| | iDRAC Group Manager, Enabled 379-BCQV - 1 | | | |
| | iDRAC,Factory Generated Password 379-BCSF - 1 | | | |
| | Riser Config 2, 3 x8, 1 x16 slots 330-BBHG - 1 | | | |
| | Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC 540-BBUK - 1 | | | |
| | 6 Performance Fans forR740/740XD 384-BBPZ - 1 | | | |
| | Dual, Hot-plug, Redundant Power Supply (1+1), 750W 450-ADWS - 1 | | | |
| | PowerEdge 2U Standard Bezel 325-BCHU - 1 | | | |
| | PE R740XD Luggage Tag 389-BTTO - 1 | | | |
| | Quick Sync 2 (At-the-box mgmt) 350-BBJU - 1 | | | |
| | Power Saving Dell Active Power Controller 750-AABF - 1 | | | |
| | UEFI BIOS Boot Mode with GPT Partition 800-BBDM - 1 | | | |
| | ReadyRails Sliding Rails With Cable Management Arm 770-BBBR - 1 | | | |
| | No Systems Documentation, No OpenManage DVD Kit 631-AACK - 1 | | | |
| | US Order 332-1286 - 1 | | | |
| | Declined Remote Consulting Service 973-2426 - 1 | | | |
| | iDRAC Service Module (ISM), Pre-Installed in OS 379-BCQW - 1 | | | |
| | PowerEdge R740 CE, CCC, BIS Marking 389-DSWP - 1 | | | |
| | Dell Hardware Limited Warranty Plus On-Site Service 813-6068 - 1 | | | |
| | ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years 813-6072 - 1 | | | |
| | ProSupport Mission Critical: 7x24 HW / SW Technical Support and Assistance, 3 Years 813-6078 - 1 | | | |
| | Thank you choosing Dell ProSupport. For tech support, visit /www.dell.com/support or call 1-800- 945-3355 989-3439 - 1 | | | |
| | On-Site Installation Declined 900-9997 - 1 | | | |
| | 8GB RDIMM, 2666MT/s, Single Rank 370-ADNI - 2 | | | |
| | 12TB 7.2K RPM NLSAS 12Gbps 512e 3.5in Hot-plug Hard Drive 400-AWIP - 8 | | | |
| | 300GB 15K RPM SAS 12Gbps 512n 2.5in Flex Bay Hard Drive 400-ARWY - 2 | | | |
| | 12TB 7.2K RPM NLSAS 12Gbps 512e 3.5in Internal Hard Drive 400-AWIS - 4 | | | |
| | Windows Server® 2019 Datacenter Edition,Add License,2CORE,NO MEDIA/KEY 634-BSGD - 4 | | | |
| | Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) 450-AALV - 2 | | | |

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| 78 | 210-AKWU | PowerEdge R640 Server | \$12,711.18 | 1 | \$12,711.18 |
| Comments: PowerEdge R640 Server 210-AKWU - 1 PowerEdge R640 MLK Motherboard 329-BEIJ - 1 No Trusted Platform Module 461-AADZ - 1 2.5 Chassis with up to 8 Hard Drives and 3PCle slots 321-BCQJ - 1 PowerEdge R640 Shipping 340-BKNE - 1 PowerEdge R640 x8 Drive Shipping Material 340-COPS - 1 Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 338-BSDL - 1 Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 338-BSDL - 1 Additional Processor Selected 379-BDCO - 1 DIMM Blanks for System with 2 Processors 370-ABWE - 1 1U Pipe Low Profile Heatsink 412-AAIP - 1 1U Pipe Low Profile Heatsink 412-AAIP - 1 2933MT/s RDIMMs 370-AEPP - 1 Performance Optimized 370-AAIP - 1 Unconfigured RAID 780-BCDS - 1 PERC H740P RAID Controller, 8GB NV Cache, Mini card 405-AAMS - 1 BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP 403-BBPZ - 1 Windows Server 2019 Datacenter,16CORE,FI,No MED,UnLTD VMs,NO CALs, Multi Language 634-BSFD - 1 Windows Server 2019 Datacenter,16CORE,Digitally Fulfilled Recovery Image, Multi Language 528-CFHY - 1 Windows Server 2019 Datacenter,No Media,WS2016 DC Downgrade DF Media, Multi Language 528-CHGB - 1 Windows Server 2019 Datacenter,No Media,WS2012R2 DC Downgrade DF Media, Multi Language 528-CHGC - 1 Windows Server 2019 Datacenter,No Media,WS2016 DC Downgrade Media, Multi Language 634-BSGO - 1 iDRAC9,Enterprise 385-BBKT - 1 OpenManage Enterprise Advanced 528-BIYY - 1 iDRAC Group Manager, Enabled 379-BCQV - 1 iDRAC,Factory Generated Password 379-BCSF - 1 Riser Config 2, 3x16 LP 330-BBGN - 1 Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC 540-BBUK - 1 No Internal Optical Drive for x4 and x8 HDD Chassis 429-ABBF - 1 8 Performance Fans for R640 384-BBQI - 1 Dual, Hot-plug, Redundant Power Supply (1+1), 750W 450-ADWS - 1 Standard Bezel 325-BCHH - 1 Dell EMC Luggage Tag 350-BBJS - 1 Quick Sync 2 (At-the-box mgmt) 350-BBKC - 1 Power Saving Dell Active Power Controller 750-AABF - 1 UEFI BIOS Boot Mode with GPT Partition 800-BBDM - 1 ReadyRails Sliding Rails With Cable Management Arm 770-BBBL - 1 No Systems Documentation, No OpenManage DVD Kit 631-AACK - 1 US Order 332-1286 - 1 Declined Remote Consulting Service 973-2426 - 1 iDRAC Service Module (ISM), Pre-Installed in OS 379-BCQW - 1 PowerEdge R640 CE, CCC, BIS Marking 389-DSVE - 1 Dell Hardware Limited Warranty Plus On-Site Service 813-9255 - 1 ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years 813-9259 - 1 ProSupport Mission Critical: 7x24 HW / SW Technical Support and Assistance, 3 Years 813-9265 - 1 Thank you choosing Dell ProSupport. For tech support, visit /www.dell.com/support or call 1-800- 945-3355 989-3439 - 1 On-Site Installation Declined 900-9997 - 1 8GB RDIMM, 2666MT/s, Single Rank 370-ADNI - 2 300GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive 400-ASGQ - 6 3.84TB SSD vSAS Mixed Use 12Gbps 512e 2.5in Hot-Plug AG Drive,3 DWPD 21024 TBW 400-BFQX - 1 Windows Server® 2019 Datacenter Edition,Add License,2CORE,NO MEDIA/KEY 634-BSGD - 4 Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) 450-AALV - 2 | | | | | |
| Total (Camera Servers): | | | | | \$134,227.66 |
| Professional Services | | | | | |
| 79 | PS-SVC-FF | Fixed Fee for Presidio employee labor | \$8,220.00 | 1.0000 | \$8,220.00 |
| Total (Professional Services): | | | | | \$8,220.00 |
| | | | Sub Total: | | \$350,350.99 |
| | | | Shipping: | | \$250.00 |
| | | | Grand Total: | | \$350,600.99 |

This quote is governed by Terms and Conditions of Quantity Purchase Agreement #12921 For Cisco Hardware, Software, Professional and Advanced Services EDS# D20-3-12921
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Infrastructure Solutions LLC
6355 East Paris Ave
Caledonia, MI 49316

Pursuant to this contract your PO must reflect the following contract:
Quantity Purchase Agreement #12921 For Cisco Hardware, Software, Professional and Advanced Services EDS# D20-3-12921

Tax ID# 58-1667655; Size Business: Large; CAGE Code: OKDO5; DUNS#15-405-0959; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

ELKHART COMMUNITY SCHOOLS
Elkhart, Indiana

March 16, 2020

TO: Board of School Trustees

FROM: Kevin Scott

SUBJECT: Network Storage Lease/Purchase

The Business Office recommends Board approval of the lease/purchase of technology equipment as contained in your materials and provided by Jason Inman.

**APPROPRIATION RESOLUTION OF THE BOARD OF SCHOOL
TRUSTEES OF THE ELKHART COMMUNITY SCHOOL
CORPORATION, ELKHART COUNTY, INDIANA**
(2020 CAREER CENTER RENOVATION PROJECT)

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

WHEREAS, the School Corporation, as lessee, previously entered into a Lease, dated as of February 24, 1998 (the “Original Lease”), as amended and supplemented by an Addendum to Lease, dated as of May 5, 1998 (the “Addendum to Lease”), 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”), an Addendum to Second Amendment to Lease, dated as of May 1, 2013 (the “Addendum to Second Amendment to Lease”), a Third Amendment to Lease, dated as of April 10, 2018 (the “Third Amendment to Lease”), an Addendum to Third Amendment to Lease, dated as of December 1, 2018 (the “Addendum to Third Amendment to Lease”), a Fourth Amendment to Lease, dated as of April 9, 2019 (the “Fourth Amendment to Lease”), and an Addendum to Fourth Amendment to Lease, dated as of June 1, 2019 (the “Addendum to Fourth Amendment to Lease”)(the Original Lease, as amended by the Addendum to Lease, the First Amendment to Lease, the Second Amendment to Lease, the Addendum to Second Amendment to Lease, the Third Amendment to Lease, the Addendum to Third Amendment to Lease, the Fourth Amendment to Lease, and the Addendum to Fourth Amendment to Lease, collectively, the “Lease”), each with the Elkhart Community School Building Corporation, an Indiana nonprofit corporation existing pursuant to Indiana Code 23-17, as amended (the “Building Corporation”), as lessor, pursuant to Indiana Code 20-47-3, as amended, and Indiana Code 20-47-4, as amended; and

WHEREAS, the School Corporation, as lessee, has been authorized to enter into a fifth amendment to the Lease (the “Fifth Amendment to Lease”), with the Building Corporation, in order to allow the Building Corporation to issue first mortgage bonds to fund all or any portion of (i) the interest due on such first mortgage bonds, (ii) the costs of issuing such bonds, and (iii)(a) the reimbursement to the School Corporation for costs of improvements to the premises subject to the Lease (the “Premises”) previously incurred by the School Corporation following the date the Premises were acquired by the Building Corporation and (b) the payment to the School Corporation for an extension of the ownership of the Premises by the Building Corporation through the term set forth in the Fourth Amendment to Lease (clauses (a) and (b), collectively, the “School Corporation Payments”), all of which School Corporation Payments will be used by the School Corporation to pay for the costs of the 2020 Career Center Renovation Project (as defined in the resolution adopted by the Board of School Trustees of the School Corporation (the “Board”) on February 11, 2020), and the costs of issuing such first mortgage bonds not paid by the Building Corporation, in an original aggregate principal amount not to exceed Five Million Three Hundred Fifty Thousand Dollars (\$5,350,000) (the “2020 Career Center Renovation Bonds”); and

WHEREAS, the School Corporation intends to use the money it receives from the School Corporation Payments, if any, to pay for (a) 2020 Career Center Renovation Project, and (b)

costs of issuance of the 2020 Career Center Renovation Bonds not paid by the Building Corporation (clauses (a) and (b), collectively, the “2020 School Corporation Career Center Project”); and

WHEREAS, the costs of the 2020 School Corporation Career Center Project include, without limitation, all expenses necessarily incurred in connection with the proceedings, together with a sum sufficient to pay the costs of supervision and inspection during the period of the 2020 School Corporation Career Center Project, all expenses of every kind actually incurred by the Building Corporation or the School Corporation preliminary to acquisition of certain property by the Building Corporation and the 2020 School Corporation Career Center Project, such as costs of necessary records, engineering expenses, publication of notices, salaries and other expenses and the costs of land, rights-of-way and other property to be acquired or retained for the 2020 School Corporation Career Center Project; and

WHEREAS, the Board has found that there are not sufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of the portion of the 2020 School Corporation Career Center Project and has heretofore authorized the Building Corporation to issue its 2020 Career Center Renovation Bonds; and

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

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

SECTION 1. There is hereby appropriated a sum not to exceed Five Million Three Hundred Fifty Thousand Dollars (\$5,350,000) out of the proceeds of the 2020 Career Center Renovation Bonds received by the School Corporation from the Building Corporation as the School Corporation Payments, together with all investment earnings thereon. The School Corporation shall use such funds for the purpose of paying for all or a portion of the costs of the 2020 School Corporation Career Center Project.

SECTION 2. Each such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the 2020 School Corporation Career Center Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

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

SECTION 4. The President, Vice President, any other officer or member of the Board, the Superintendent of the School Corporation or the Chief Financial Officer of the School Corporation are hereby authorized to take any and all such actions and to execute all such instruments as are desirable to carry out the transactions contemplated by this resolution, in such

forms as such officer or member executing the same shall deem proper, to be conclusively evidenced by the execution thereof and any and all actions previously taken, or documents previously executed, in connection with the transactions contemplated by this resolution, including but not limited to, publication of the notice of the public hearing held in connection with this appropriation, be, and hereby are, ratified and approved.

PASSED AND ADOPTED this 24th day of March, 2020.

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

AYE

NAY

ATTEST:

Secretary of the Board of School Trustees

**APPROPRIATION RESOLUTION OF THE BOARD OF SCHOOL
TRUSTEES OF THE ELKHART COMMUNITY SCHOOL
CORPORATION, ELKHART COUNTY, INDIANA**
(2020 FRESHMAN CENTER RENOVATION PROJECT)

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

WHEREAS, the School Corporation, as lessee, has been authorized to enter into a lease (the “Lease”), with the Elkhart Community School Building Corporation (the “Building Corporation”), as lessor, in order to allow the Building Corporation to issue (1) first mortgage bonds in an original aggregate principal amount not to exceed Five Million Three Hundred Fifty Thousand Dollars (\$5,350,000) (the “2020 Freshman Center Renovation Bonds”) to fund all or any portion of the continued ownership by the Building Corporation of all or a portion of the premises subject to the Lease in an amount not to exceed \$5,350,000 and (2) the use by the School Corporation of the proceeds it receives to pay for all or any portion of the 2020 Freshman Center Renovation Project, as defined in the resolution adopted by the Board of School Trustees of the School Corporation (the “Board”) on February 11, 2020; and

WHEREAS, the School Corporation intends to use all of the proceeds to pay for the costs of the 2020 Freshman Center Renovation Project and costs related thereto, including, but not limited to, the costs of issuing the 2020 Freshman Center Renovation Bonds; and

WHEREAS, the costs of the 2020 Freshman Center Renovation Project include, without limitation, all expenses necessarily incurred in connection with the proceedings, together with a sum sufficient to pay the costs of supervision and inspection during the period of the 2020 Freshman Center Renovation Project, all expenses of every kind actually incurred by the Building Corporation or the School Corporation preliminary to acquisition of certain property by the Building Corporation and the 2020 Freshman Center Renovation Project, such as costs of necessary records, engineering expenses, publication of notices, salaries and other expenses and the costs of land, rights-of-way and other property to be acquired for the 2020 Freshman Center Renovation Project; and

WHEREAS, the Board has found that there are not sufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of the portion of the 2020 Freshman Center Renovation Project and heretofore authorized the Building Corporation to issue the 2020 Freshman Center Renovation Bonds; and

WHEREAS, all or a portion of the proceeds of the 2020 Freshman Center Renovation Bonds will be paid to the School Corporation by the Building Corporation as the price for extension of the Building Corporation’s ownership of the premises subject to the Lease; and

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

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

Section 1. There is hereby appropriated a sum not to exceed Five Million Three Hundred Fifty Thousand Dollars (\$5,350,000) out of the proceeds of the 2020 Freshman Center Renovation Bonds, together with all investment earnings thereon. The School Corporation shall use such funds for the purpose of paying for all or a portion of the costs of the 2020 Freshman Center Renovation Project and costs related thereto, including, but not limited to, the costs of issuing the 2020 Freshman Center Renovation Bonds.

Section 2. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the 2020 Freshman Center Renovation Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

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

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

PASSED AND ADOPTED this 24th day of March, 2020.

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

AYE

NAY

ATTEST:

Secretary of the Board of School Trustees

**APPROPRIATION RESOLUTION OF THE BOARD OF SCHOOL
TRUSTEES OF THE ELKHART COMMUNITY SCHOOL
CORPORATION, ELKHART COUNTY, INDIANA**
(2020 HIGH SCHOOL RENOVATION PROJECT)

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

WHEREAS, the School Corporation, as lessee, previously entered into a Lease, dated as of February 24, 1998 (the “Original Lease”), as amended and supplemented by an Addendum to Lease, dated as of May 5, 1998 (the “Addendum to Lease”), 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”), an Addendum to Second Amendment to Lease, dated as of May 1, 2013 (the “Addendum to Second Amendment to Lease”), a Third Amendment to Lease, dated as of April 10, 2018 (the “Third Amendment to Lease”), an Addendum to Third Amendment to Lease, dated as of December 1, 2018 (the “Addendum to Third Amendment to Lease”), a Fourth Amendment to Lease, dated as of April 9, 2019 (the “Fourth Amendment to Lease”), an Addendum to Fourth Amendment to Lease, dated as of June 1, 2019 (the “Addendum to Fourth Amendment to Lease”), a Fifth Amendment to Lease, dated as of March 24, 2020 (the “Fifth Amendment to Lease”), and an Addendum to Fifth Amendment to Lease, anticipated to be dated as of some date later in 2020 (the “Addendum to Fifth Amendment to Lease”)(the Original Lease, as amended by the Addendum to Lease, the First Amendment to Lease, the Second Amendment to Lease, the Addendum to Second Amendment to Lease, the Third Amendment to Lease, the Addendum to Third Amendment to Lease, the Fourth Amendment to Lease, the Addendum to Fourth Amendment to Lease, the Fifth Amendment to Lease and the Addendum to Fifth Amendment to Lease collectively, the “Lease”), each with the Elkhart Community School Building Corporation, an Indiana nonprofit corporation existing pursuant to Indiana Code 23-17, as amended (the “Building Corporation”), as lessor, pursuant to Indiana Code 20-47-3, as amended, and Indiana Code 20-47-4, as amended; and

WHEREAS, the School Corporation, as lessee, has been authorized to enter into a sixth amendment to the Lease (the “Sixth Amendment to Lease”), with the Building Corporation, in order to allow the Building Corporation to issue first mortgage bonds to fund all or any portion of (i) the interest due on such first mortgage bonds, (ii) the costs of issuing such bonds, and (iii)(a) the reimbursement to the School Corporation for costs of improvements to the premises subject to the Lease (the “Premises”) previously incurred by the School Corporation following the date the Premises were acquired by the Building Corporation and (b) the payment to the School Corporation for an extension of the ownership of the Premises by the Building Corporation through the term set forth in the Fifth Amendment to Lease (clauses (a) and (b), collectively, the “School Corporation Payments”), all of which School Corporation Payments will be used by the School Corporation to pay for the costs of the 2020 High School Renovation Project (as defined in the resolution adopted by the Board of School Trustees of the School Corporation (the “Board”) on February 11, 2020), and the costs of issuing such first mortgage bonds not paid by the Building Corporation, in an original aggregate principal amount not to exceed Five Million Three Hundred Fifty Thousand Dollars (\$5,350,000) (the “2020 High School Renovation Bonds”); and

WHEREAS, the School Corporation intends to use the money it receives from the School Corporation Payments, if any, to pay for (a) 2020 High School Renovation Project , and (b) costs of issuance of the 2020 High School Renovation Bonds not paid by the Building Corporation (clauses (a) and (b), collectively, the “2020 School Corporation High School Project”); and

WHEREAS, the costs of the 2020 School Corporation High School Project include, without limitation, all expenses necessarily incurred in connection with the proceedings, together with a sum sufficient to pay the costs of supervision and inspection during the period of the 2020 School Corporation High School Project, all expenses of every kind actually incurred by the Building Corporation or the School Corporation preliminary to acquisition of certain property by the Building Corporation and the 2020 School Corporation High School Project, such as costs of necessary records, engineering expenses, publication of notices, salaries and other expenses and the costs of land, rights-of-way and other property to be acquired or retained for the 2020 School Corporation High School Project; and

WHEREAS, the Board has found that there are not sufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of the portion of the 2020 School Corporation High School Project and has heretofore authorized the Building Corporation to issue its 2020 High School Renovation Bonds; and

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

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

SECTION 1. There is hereby appropriated a sum not to exceed Five Million Three Hundred Fifty Thousand Dollars (\$5,350,000) out of the proceeds of the 2020 High School Renovation Bonds received by the School Corporation from the Building Corporation as the School Corporation Payments, together with all investment earnings thereon. The School Corporation shall use such funds for the purpose of paying for all or a portion of the costs of the 2020 School Corporation High School Project.

SECTION 2. Each such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the 2020 School Corporation High School Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law.

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

SECTION 4. The President, Vice President, any other officer or member of the Board, the Superintendent of the School Corporation or the Chief Financial Officer of the School Corporation are hereby authorized to take any and all such actions and to execute all such

instruments as are desirable to carry out the transactions contemplated by this resolution, in such forms as such officer or member executing the same shall deem proper, to be conclusively evidenced by the execution thereof and any and all actions previously taken, or documents previously executed, in connection with the transactions contemplated by this resolution, including but not limited to, publication of the notice of the public hearing held in connection with this appropriation, be, and hereby are, ratified and approved.

PASSED AND ADOPTED this 24th day of March, 2020.

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

AYE

NAY

ATTEST:

Secretary of the Board of School Trustees

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

(2020 CAREER CENTER RENOVATION PROJECT)

WHEREAS, this Board of School Trustees (the “Board”) of the Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), has previously examined and approved a form of a Fifth Amendment to Lease (the “Fifth Amendment”) by and between the Elkhart Community School Building Corporation, an Indiana nonprofit corporation existing pursuant to Indiana Nonprofit Corporation Act of 1991, as amended, as lessor (the “Building Corporation”), and the School Corporation, as lessee, which amends a Lease, dated as of February 24, 1998 (the “Original Lease”), as amended 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”), an Addendum to Second Amendment to Lease, dated as of May 1, 2013 (the “Addendum to Second Amendment to Lease”), a Third Amendment to Lease, dated as of April 10, 2018 (the “Third Amendment to Lease”), an Addendum to Third Amendment to Lease, dated as of December 1, 2018 (the “Addendum to Third Amendment to Lease”), a Fourth Amendment to Lease, dated as of April 9, 2019 (the “Fourth Amendment to Lease”), and an Addendum to Fourth Amendment to Lease, dated as of June 1, 2019 (the “Addendum to Fourth Amendment to Lease”)(the Original Lease, as amended by the Addendum to Lease, the First Amendment to Lease, the Second Amendment to Lease, the Addendum to Second Amendment to Lease, the Third Amendment to Lease, the Addendum to Third Amendment to Lease, the Fourth Amendment to Lease and the Addendum to Fourth Amendment to Lease collectively, the “Lease”), for the reimbursement for improvements to all or any portion of the Premises (as defined in the Lease) paid by the School Corporation since the Premises have been owned by the Building Corporation and the extension of the ownership of the Premises by the Building Corporation beyond the current term in order to provide the School Corporation with the funds sufficient to pay all or a portion of the costs of the 2020 Career Center Renovation Project, as defined and described in the resolution adopted by the Board on February 11, 2020, and all costs related thereto; and

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

WHEREAS, notice of a public hearing (1) to explain the potential value of the 2020 Career Center Renovation Project to the School Corporation and the community, and (2) upon the form of the proposed Fifth Amendment, was given by publication as required by law; and

WHEREAS, on the date hereof, a public hearing was conducted in accordance with Indiana Code § 20-47-3-9, as amended, (1) to explain the potential value of the 2020 Career Center Renovation Project to the School Corporation and the community, and (2) regarding whether the execution of the Fifth Amendment is necessary and whether the rentals in the Fifth Amendment are fair and reasonable for the proposed facilities; and

WHEREAS, interested people have been given the opportunity to present testimony and ask questions concerning each of the 2020 Career Center Renovation Project and the Fifth Amendment; and

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

WHEREAS, the Board, being duly advised, finds that it is in the best interests of the School Corporation and its citizens for the purpose of financing all or any portion of the 2020 Career Center Renovation Project to extend the term of the ownership of all or any portion of the Premises by the Building Corporation, and enter into the Fifth Amendment with the Building Corporation, as lessor, for all of the Premises, in order to better serve the residents of the School Corporation, by allowing the Building Corporation to issue first mortgage bonds in one or more series to fund all or any portion of the 2020 Career Center Renovation Project in an original aggregate principal amount not to exceed Five Million Three Hundred Fifty Thousand Dollars (\$5,350,000) (the "2020 Career Center Renovation Bonds").

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

Section 1. Providing for the 2020 Career Center Renovation Project is in the public interest, and it is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and to assist it in fulfilling the requirements of all the agencies of the federal, state and local governments.

Section 2. The drawings, plans and specifications and estimates for all of the cost of the 2020 Career Center Renovation Project, including but not limited to, all costs of acquisition and construction associated with the 2020 Career Center Renovation Project, provide for necessary facilities for the School Corporation and the same are hereby approved.

Section 3. The proposed Fifth Amendment, as described in the notice of public hearing, be, and hereby is, confirmed in accordance with Indiana Code § 20-47-3-10(b), as amended, and provides for a fair and reasonable rental of all or a portion of the Premises with an increased term not to exceed twenty-two (22) years from the date the first series of the 2020 Career Center Renovation Bonds are issued, with an increased annual lease rental not to exceed Seven Hundred Thousand Dollars (\$700,000), and further, the execution of the Fifth Amendment is necessary and wise.

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

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

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

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

Section 8. The issuance, sale and delivery by the Building Corporation of the 2020 Career Center Renovation Bonds pursuant to the applicable laws of the State of Indiana, with a maximum term not to exceed twenty (20) years, and in an aggregate original principal amount not to exceed \$5,350,000, is hereby approved.

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

Section 10. The Building Corporation may issue, sell and deliver such 2020 Career Center Renovation Bonds, pursuant to the applicable laws of the State of Indiana, may encumber any property acquired by it for the purpose of financing such facilities, and may enter into contracts for the sale of the 2020 Career Center Renovation Bonds and the 2020 Career Center Renovation Project.

Section 11. The Board hereby approves the extension of the ownership of the Premises by the Building Corporation upon payment by the Building Corporation to the School Corporation of the proceeds of the 2020 Career Center Renovation Bonds received by the Building Corporation.

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

This Resolution hereby is ADOPTED by the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana, this 24th day of March, 2020.

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

AYE

NAY

ATTEST:

Secretary of the Board of School Trustees

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

(2020 FRESHMAN CENTER RENOVATION PROJECT)

WHEREAS, on February 11, 2020, the Board of School Trustees of the School Corporation (the “Board”) of the Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), adopted a resolution giving consideration to the 2020 Freshman Center Renovation Project, as defined and described in the resolution adopted by the Board on February 11, 2020; and

WHEREAS, the Board has previously examined and approved a form of lease and related addenda (collectively, the “Lease”) by and between the Elkhart Community School Building Corporation (the “Building Corporation”), as lessor, and the School Corporation, as lessee, for the lease of all or any portion of any of the existing Elkhart Central High School, its related outdoor facilities and improvements and the real property upon which all such improvements are, or will be located (collectively, the “Premises”); and

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

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

WHEREAS, notice of a public hearing (1) to explain the potential value of the 2020 Freshman Center Renovation Project to the School Corporation and the community, and (2) upon the form of the proposed Lease, was given by publication as required by law; and

WHEREAS, on the date hereof, a public hearing was conducted in accordance with Indiana Code §§ 20-26-7-37 and 20-47-3-9, each as amended, (1) to explain the potential value of the 2020 Freshman Center Renovation Project to the School Corporation and the community, and (2) regarding whether the execution of the Lease is necessary and whether the rentals in the Lease are fair and reasonable for the Premises; and

WHEREAS, interested people have been given the opportunity to present testimony and ask questions concerning the 2020 Freshman Center Renovation Project and the Lease; and

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

WHEREAS, the Board, being duly advised, finds that it is in the best interests of the School Corporation and its citizens for the purpose of financing all or any portion of the 2020

Freshman Center Renovation Project to secure the acquisition of all or any portion of the Premises by the Building Corporation, and enter into the Lease with the Building Corporation, as lessor, for all or any portion of the Premises, in order to better serve the residents of the School Corporation, by allowing the Building Corporation to issue first mortgage bonds in one or more series, in an original aggregate principal amount not to exceed Five Million Three Hundred Fifty Thousand Dollars (\$5,350,000), to be designated as the Elkhart Community School Building Corporation First Mortgage Bonds, Series 2020, to fund all or a portion of the costs of the 2020 Freshman Center Renovation Project (the “2020 Freshman Center Renovation Bonds”) with all of the 2020 Freshman Center Renovation Bonds to be sold pursuant to a public sale.

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

Section 1. Providing for the 2020 Freshman Center Renovation Project is in the public interest, and it is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and to assist it in fulfilling the requirements of all the agencies of the federal, state and local governments.

Section 2. The drawings, plans and specifications and estimates for all of the cost of the 2020 Freshman Center Renovation Project, including, but not limited to, all costs of acquisition and construction associated with the 2020 Freshman Center Renovation Project, provide for necessary facilities for the School Corporation and the same are hereby approved.

Section 3. The proposed Lease, as described in the notice of public hearing, be, and hereby is, confirmed in accordance with Indiana Code §20-47-3-10(b), as amended, and provides for a fair and reasonable rental of all or a portion of the Premises with a term not to exceed twenty-two (22) years commencing on the date the Lease with respect to such Premises is recorded by the School Corporation and the Building Corporation, with an annual lease rental not to exceed Seven Hundred Thousand Dollars (\$700,000), payable in semi-annual installments, and further, the execution of the Lease is necessary and wise. If the maximum principal amount of the 2020 Freshman Center Renovation Bonds is issued, then the annual debt service fund tax rate is not anticipated to increase over the current debt service fund tax rate due to the decline in the debt service of the current outstanding obligations paid from the School Corporation’s debt service fund. The estimated completion date of the 2020 Freshman Center Renovation Project is estimated to be no later than December, 2021.

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

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

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

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

Section 8. The issuance, sale and delivery by the Building Corporation of the 2020 Freshman Center Renovation Bonds, pursuant to the applicable laws of the State of Indiana, each with a maximum term not to exceed twenty (20) years, and in an aggregate original principal amount not to exceed \$5,350,000. The term and rate or rates for each series of the 2020 Freshman Center Renovation Bonds will be determined by a public sale.

Section 9. Upon the repayment or prepayment by the School Corporation of all of the outstanding principal amount of the 2020 Freshman Center Renovation Bonds, the School Corporation, as lessee, will accept from the Building Corporation title to the Premises, including any addition thereto, free and clear of any and all liens and encumbrances thereon except as otherwise permitted by the Lease.

Section 10. The Building Corporation may issue, sell and deliver the 2020 Freshman Center Renovation Bonds, pursuant to the applicable laws of the State of Indiana, may encumber any property acquired by it for the purpose of financing such facilities, and may enter into contracts for the sale of the 2020 Freshman Center Renovation Bonds and the 2020 Freshman Center Renovation Project.

Section 11. The Board hereby determines that it is no longer necessary for the Premises to be subject to a Lease, dated as of February 24, 1998, as amended and supplemented by an Addendum to Lease, dated as of May 5, 1998, a First Amendment to Lease, dated as of October 1, 2003, a Second Amendment to Lease, dated as of April 23, 2013, an Addendum to Second Amendment to Lease, dated as of May 1, 2013, a Third Amendment to Lease, dated as of April 10, 2018, an Addendum to Third Amendment to Lease, dated as of December 1, 2018, a Fourth Amendment to Lease, dated as of April 9, and an Addendum to Fourth Amendment to Lease, dated as of June 1, 2019 (collectively, the “1998 Lease”), in order for the School Corporation to make the payments under the 1998 Lease, and hereby authorizes any officer of the School Corporation to execute an amendment to the 1998 Lease that removes the Premises from being subject to the 1998 Lease.

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

Section 13. A Continuing Disclosure Contract, dated as of the date each series of the 2020 Freshman Center Renovation Bonds are issued (the “Undertaking”), executed by the School Corporation, substantially in the form to be approved by the President of the Board, be, and hereby is, ratified and approved.

If necessary, the President or any other officer of the Board, be, and hereby is, authorized and directed to execute and deliver the Undertaking, with such changes to the form thereof as such officer deems necessary or advisable, in the name and on behalf of the School Corporation, and the Secretary or any other officer of the Board be, and hereby is, authorized and directed to attest such execution, and any such execution and delivery and any such attestation heretofore effected be, and hereby is, ratified and approved.

PASSED AND ADOPTED this 24th day of March, 2020.

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

AYE

NAY

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ATTEST:

Secretary of the Board of School Trustees

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

(2020 HIGH SCHOOL RENOVATION PROJECT)

WHEREAS, this Board of School Trustees (the “Board”) of the Elkhart Community Schools, Elkhart County, Indiana (the “School Corporation”), has previously examined and approved a form of a Sixth Amendment to Lease (the “Sixth Amendment”) by and between the Elkhart Community School Building Corporation, an Indiana nonprofit corporation existing pursuant to Indiana Nonprofit Corporation Act of 1991, as amended, as lessor (the “Building Corporation”), and the School Corporation, as lessee, which amends a Lease, dated as of February 24, 1998 (the “Original Lease”), as amended 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”), an Addendum to Second Amendment to Lease, dated as of May 1, 2013 (the “Addendum to Second Amendment to Lease”), a Third Amendment to Lease, dated as of April 10, 2018 (the “Third Amendment to Lease”), an Addendum to Third Amendment to Lease, dated as of December 1, 2018 (the “Addendum to Third Amendment to Lease”), a Fourth Amendment to Lease, dated as of April 9, 2019 (the “Fourth Amendment to Lease”), an Addendum to Fourth Amendment to Lease, dated as of June 1, 2019 (the “Addendum to Fourth Amendment to Lease”), a Fifth Amendment to Lease, dated as of March 24, 2020 (the “Fifth Amendment to Lease”), and an Addendum to Fifth Amendment to Lease, anticipated to be dated as of some date later in 2020 (the “Addendum to Fifth Amendment to Lease”)(the Original Lease, as amended by the Addendum to Lease, the First Amendment to Lease, the Second Amendment to Lease, the Addendum to Second Amendment to Lease, the Third Amendment to Lease, the Addendum to Third Amendment to Lease, the Fourth Amendment to Lease, the Addendum to Fourth Amendment to Lease, the Fifth Amendment to Lease and the Addendum to Fifth Amendment to Lease collectively, the “Lease”), for the reimbursement for improvements to all or any portion of the Premises (as defined in the Lease) paid by the School Corporation since the Premises have been owned by the Building Corporation and the extension of the ownership of the Premises by the Building Corporation beyond the current term in order to provide the School Corporation with the funds sufficient to pay all or a portion of the costs of the 2020 High School Renovation Project, as defined and described in the resolution adopted by the Board on February 11, 2020, and all costs related thereto; and

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

WHEREAS, notice of a public hearing (1) to explain the potential value of the 2020 High School Renovation Project to the School Corporation and the community, and (2) upon the form of the proposed Sixth Amendment, was given by publication as required by law; and

WHEREAS, on the date hereof, a public hearing was conducted in accordance with Indiana Code § 20-47-3-9, as amended, (1) to explain the potential value of the 2020 High School

Renovation Project to the School Corporation and the community, and (2) regarding whether the execution of the Sixth Amendment is necessary and whether the rentals in the Sixth Amendment are fair and reasonable for the proposed facilities; and

WHEREAS, interested people have been given the opportunity to present testimony and ask questions concerning each of the 2020 High School Renovation Project and the Sixth Amendment; and

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

WHEREAS, the Board, being duly advised, finds that it is in the best interests of the School Corporation and its citizens for the purpose of financing all or any portion of the 2020 High School Renovation Project to extend the term of the ownership of all or any portion of the Premises by the Building Corporation, and enter into the Sixth Amendment with the Building Corporation, as lessor, for all of the Premises, in order to better serve the residents of the School Corporation, by allowing the Building Corporation to issue first mortgage bonds in one or more series to fund all or any portion of the 2020 High School Renovation Project in an original aggregate principal amount not to exceed Five Million Three Hundred Fifty Thousand Dollars (\$5,350,000) (the “2020 High School Renovation Bonds”).

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

Section 1. Providing for the 2020 High School Renovation Project is in the public interest, and it is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and to assist it in fulfilling the requirements of all the agencies of the federal, state and local governments.

Section 2. The drawings, plans and specifications and estimates for all of the cost of the 2020 High School Renovation Project, including but not limited to, all costs of acquisition and construction associated with the 2020 High School Renovation Project, provide for necessary facilities for the School Corporation and the same are hereby approved.

Section 3. The proposed Sixth Amendment, as described in the notice of public hearing, be, and hereby is, confirmed in accordance with Indiana Code § 20-47-3-10(b), as amended, and provides for a fair and reasonable rental of all or a portion of the Premises with an increased term not to exceed twenty-two (22) years from the date the first series of the 2020 High School Renovation Bonds are issued, with an increased annual lease rental not to exceed Seven Hundred Thousand Dollars (\$700,000), and further, the execution of the Sixth Amendment is necessary and wise.

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

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

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

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

Section 8. The issuance, sale and delivery by the Building Corporation of the 2020 High School Renovation Bonds pursuant to the applicable laws of the State of Indiana, with a maximum term not to exceed twenty (20) years, and in an aggregate original principal amount not to exceed \$5,350,000, is hereby approved.

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

Section 10. The Building Corporation may issue, sell and deliver such 2020 High School Renovation Bonds, pursuant to the applicable laws of the State of Indiana, may encumber any property acquired by it for the purpose of financing such facilities, and may enter into contracts for the sale of the 2020 High School Renovation Bonds and the 2020 High School Renovation Project.

Section 11. The Board hereby approves the extension of the ownership of the Premises by the Building Corporation upon payment by the Building Corporation to the School Corporation of the proceeds of the 2020 High School Renovation Bonds received by the Building Corporation.

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

This Resolution hereby is ADOPTED by the Board of School Trustees of the Elkhart Community Schools, Elkhart County, Indiana, this 24th day of March, 2020.

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

AYE

NAY

ATTEST:

Secretary of the Board of School Trustees

FIFTH AMENDMENT TO LEASE

(2020 Career Center Renovation Project)

between

ELKHART COMMUNITY SCHOOL BUILDING CORPORATION
(as assignee of the Elkhart Community Schools Building Corporation),
Lessor

and

ELKHART COMMUNITY SCHOOLS,
ELKHART COUNTY, INDIANA,
Lessee

Dated as of March 24, 2020

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, 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, as further supplemented and amended by the Third Amendment to Lease, dated as of April 10, 2018, recorded in the office of the recorder of Elkhart County, Indiana, on December 28, 2018, as Instrument No. 2018-26484, and as further supplemented and amended by the Addendum to Third Amendment Lease, dated as of December 1, 2018, recorded in the office of the recorder of Elkhart County, Indiana, on December 28, 2018, as Instrument No. 2018-26485, as further supplemented and amended by the Fourth Amendment to Lease, dated as of April 9, 2019, recorded in the Office of the Recorder of Elkhart County, Indiana, on July 3, 2019, as Instrument No. 2019-13101, and as further supplemented and amended by the Addendum to Fourth Amendment to Lease, dated as of June 1, 2019, recorded in the office of the recorder of Elkhart County, Indiana, on July 3, 2019, as Instrument No. 2019-13103.

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE is entered into as of this 24th day of March, 2020 (the “Fifth Amendment”), between ELKHART COMMUNITY SCHOOL BUILDING CORPORATION (as assignee of the Elkhart Community Schools 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 (as assignee of the Elkhart Community Schools Building Corporation) 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”), an Addendum to Second Amendment Lease, dated as of May 1, 2013 (the “Addendum to Second Amendment to Lease”), a Third Amendment to Lease, dated as of April 10, 2018 (the “Third Amendment to Lease”), an Addendum to Third Amendment to Lease, dated as of December 1, 2018 (the “Addendum to Third Amendment to Lease”), a Fourth Amendment to Lease, dated as of April 9, 2019 (the “Fourth Amendment to Lease”), and an Addendum to Fourth Amendment to Lease, dated as of June 1, 2019 (the “Addendum to Fourth Amendment to Lease”) (the Original Lease, as amended by the First Addendum to Lease, the First Amendment to Lease, Second Amendment to Lease, the Addendum to Second Amendment Lease, the Third Amendment to Lease, the Addendum to Third Amendment to Lease, the Fourth Amendment to Lease, and the Addendum to Fourth Amendment to 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 “2020 Career Center Renovation 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 (a) certain renovations, remodeling, expansion and updating of the existing facilities and all or portion of the equipment throughout all or certain portions of the existing Elkhart Area Career Center operated by the Lessee, (b) miscellaneous facility improvement and/or equipping projects at any of the facilities operated by the Lessee, and (c) projects related to any of the projects identified in clauses (a) or (b), 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 February 11, 2020 (collectively, the “2020 Career Center 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 Fifth Amendment, the term of for such payments shall end on the date which is twenty-two (22) calendar years after the issuance of the first series of 2020 Career Center Renovation Bonds, or such earlier date as set forth in an addendum to the Fifth Amendment executed by the Lessor and Lessee at the issuance of 2020 Career Center Renovation Bonds by the Lessor in connection with the 2020 Career Center 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 Fifth Amendment), the Lessee agrees to pay additional rental for the Premises in an annual amount not to exceed Seven Hundred Thousand Dollars (\$700,000). 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 Fifth Amendment is recorded by the Lessor and Lessee and ending no later twenty-two (22) calendar 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 2020 Career Center Renovation 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 2020 Career Center Renovation 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 Fifth 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 2020 Career Center Renovation 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 Fifth 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: _____
Kellie L. Mullins, President of the Board of
School Trustees

Attest:

Roscoe L. Enfield, Jr., 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 Fifth Amendment to Lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this _____ day of _____, 2020.

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 Kellie L. Mullins and Roscoe L. Enfield, Jr., personally known to me as the 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 Fifth Amendment to Lease for and on behalf of said school corporation.

WITNESS my hand and notarial seal this ____ day of _____, 2020.

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

THIS ADDENDUM TO FIFTH AMENDMENT TO LEASE (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 Fifth Amendment to Lease, dated as of March 24, 2020 (the “Fifth Amendment”); and

WHEREAS, it is provided in the Fifth Amendment that there shall be endorsed thereon the adjusted rental at the time each series of 2020 Career Center Renovation Bonds (as defined in the Fifth 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: _____
_____, President of the Board of
School Trustees

Attest:

_____, 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 Fifth 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 _____ and _____, 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 Fifth 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 Fifth Amendment to Lease

Rental Schedule

The lease rental payments for the 2020 Career Center Renovation Bonds are set forth on the immediately following page.

LEASE

by and between

ELKHART COMMUNITY SCHOOL BUILDING CORPORATION

and

ELKHART COMMUNITY SCHOOLS,
ELKHART COUNTY, INDIANA

Dated as of March 24, 2020

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LEASE

THIS LEASE (this “Lease”), entered into as of this 24th day of March, 2020, 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 certain real estate in Elkhart County, Indiana, described in Exhibit A attached hereto and made a part hereof (the “Existing Real Estate”), and all of the facilities located, or to be located, thereon including the existing Elkhart Central High School which will be converted into the Elkhart Freshman Center and related improvements thereon or to be constructed thereon (collectively, the “Existing Structures”) 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 renovations to the Existing Structures, the “Improvements”), and the furnishings, equipment and appurtenances to such buildings (such real estate, buildings and furnishings, equipment and appurtenances described hereinabove, 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, 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 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.

(i) 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.

(ii) 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.

(iii) 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.

(c) 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 at a rate per year during the term of this Lease not to exceed Seven Hundred Thousand Dollars (\$700,000), 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 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 first rental installment shall be due no earlier than June 30, 2021, and on each June 30 and December 31 of each year after commencement of such semi-annual payments. Such rental shall be payable in advance. The last semi-annual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Lease. All rentals payable under the terms of this Lease shall be paid by the Lessee to the trustee (the "Trustee") under the trust indenture (the "Indenture") securing the first mortgage bonds (the "Bonds") to be issued by the Lessor to provide funds for the projects on the Premises. All payments so made by the Lessee shall be considered as payments to the Lessor of the rentals payable hereunder.

(b) After the sale of each series of the Bonds, the annual rental shall be established to be an amount sufficient to pay principal and interest due on all outstanding Bonds 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 and Indiana Code 20-47-4, each as amended. 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: _____
Kellie L. Mullins, President of the Board
of School Trustees

ATTEST:

Roscoe L. Enfield, Jr., Secretary of the
Board of School Trustees

LESSOR

ELKHART COMMUNITY SCHOOL
BUILDING CORPORATION

By: _____
William G. Cork, President

ATTEST:

Dr. John Hutchings, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kellie L. Mullins and Roscoe L. Enfield, Jr., 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 _____, 2020.

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 _____, 2020.

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 Existing Real Estate

A part of the South half (S 1/2) of Section 4, Township Thirty 37 North, Range 5 East, in the City of Elkhart, Indiana, more particularly described as follows:

Commencing at the intersection of the West line of said section with the centerline of Division Street as the said street is platted and used in said City; thence North 76 degrees 35 minutes East along the centerline of said Division Street, 1275 feet to a point on the East face of the mudwall of the East abutment of the Division Street Bridge over the Elkhart River; thence North 31 degrees 25 minutes West along the face of said mudwall, 5.75 feet to the centerline of said Division Street Bridge, said point being the Westerly end of Blazer Boulevard as the same is laid out and used in said city; thence North 76 degrees 35 minutes East along the centerline of said Blazer Boulevard, 1.15 feet to a point of curvature; thence Southeasterly along the centerline of said Blazer Boulevard, along a curve bearing right with a degree of 20 degrees 52 minutes and an angle of intersection of 65 degrees, a distance of 311.5 feet to the point of tangent of said curve; thence South 38 degrees 25 minutes East along the centerline of said Blazer Boulevard, 100.03 feet to a point of curvature; thence Southeasterly, along the centerline of said Blazer Boulevard, along a curve bearing left with a degree of 15 degrees and an angle of intersection of 64 degrees 51 minutes, a distance of 432.23 feet to the point of tangent of said curve; thence North 13 degrees 16 minutes West, a distance of 30 feet to a cut on the Southerly edge of a concrete sidewalk at a point of tangent on the Northerly right-of-way line of said Blazer Boulevard; thence Southwesterly along the Northerly right-of-way line of said Blazer Boulevard, along a curve bearing right with a radius of 352 feet, said curve being concentric with and 30 feet Northerly of the last above described centerline curve of said Blazer Boulevard, a distance of 8.12 feet; thence Zero degrees 43 minutes West, 20.35 feet to the Southeasterly corner of the existing Elkhart Central High School Swimming Pool Building for the beginning point of this description; thence South 89 degrees 17 minutes West, a distance of 152 feet; thence North Zero degrees 43 minutes West, a distance of 24 feet; thence South 89 degrees 17 minutes West, a distance of 8 feet; thence South 12 degrees 48 minutes 52 seconds West, a distance of 10.05 feet; thence North 5 degrees 59 minutes 34 seconds West, a distance of 10 feet; thence South 15 degrees 12 minutes 1 second West, a distance of 8.67 feet to a point on a curve having a radius of 248.83 feet, the bearing and distance to the center of said curve being North 15 degrees 12 minutes 1 second East, a distance of 248.83 feet; thence Northwesterly bearing right along said curve, a distance of 98.06 feet to a point on said curve, the bearing and distance to the center of said curve being North 37 degrees 46 minutes 46 seconds East, a distance of 248.83 feet; thence North 37 degrees 46 minutes 46 seconds East, a distance of 29.41 feet; thence North 89 degrees 17 minutes East, a distance of 1.33 feet; thence North Zero degrees 43 minutes West, a distance of 12 feet; thence South 89 degrees 17 minutes West, a distance of 32.28 feet; thence North Zero degrees 43 minutes West, a distance of 44.83 feet; thence South 89 degrees 17 minutes West, a distance of 4 feet; thence North Zero degrees 43 minutes West, a distance of 123.17 feet; thence North 89 degrees 17 minutes East, a distance of 4 feet; thence North Zero degrees 43 minutes West, a distance of 10 feet; thence South 89 degrees 17 minutes West, a distance of 4 feet ;

thence North Zero degrees 43 minutes West, a distance of 2 feet; thence South 89 degrees 17 minutes West, a distance of 52 feet; thence North Zero degrees 43 minutes West, a distance of 1 foot; thence North 89 degrees 17 minutes East, a distance of 1.33 feet; thence North Zero degrees 43 minutes West, a distance of 46.05 feet; thence South 89 degrees 17 minutes West, a distance of 29.33 feet; thence North Zero degrees 43 minutes West, a distance of 1 foot; thence North 89 degrees 17 minutes East, a distance of 1.33 feet; thence North Zero degrees 43 minutes West, a distance of 238.99 feet; thence South 89 degrees 17 minutes West, a distance of 1.33 feet; thence North Zero degrees 43 minutes West, a distance of 24 feet; thence South 89 degrees 17 minutes West, a distance of 11.92 feet; thence North Zero degrees 43 minutes West, a distance of 44.33 feet; thence North 89 degrees 17 minutes East, a distance of 12 feet; thence South Zero degrees 43 minutes East, a distance of 1.33 feet; thence North 89 degrees 17 minutes East, a distance of 151.76 feet; thence North Zero degrees 43 minutes West, a distance of 0.50 feet; thence North 89 degrees 17 minutes East, a distance of 2.48 feet; thence North Zero degrees 43 minutes West, a distance of 49.66 feet; thence North 89 degrees 17 minutes East, a distance of 106.08 feet; thence South Zero degrees 43 minutes East, a distance of 34 feet; thence North 89 degrees 17 minutes East, a distance of 3.33 feet; thence South Zero degrees 49 minutes 8 seconds East, a distance of 0.50 feet; thence North 89 degrees 17 minutes East, a distance of 128.33 feet; thence North Zero degrees 43 minutes West, a distance of 1.33 feet; thence North Zero degrees 52 minutes 42 seconds West, a distance of 16.62 feet; thence North 89 degrees 17 minutes East, a distance of 12.65 feet to a point on a curve having a radius of 85 feet, the bearing and distance to the center of said curve being South Zero degrees 43 minutes East, a distance of 85 feet; thence Southeasterly bearing right along said curve, a distance of 87.13 feet to a point, the bearing and distance to the center of said curve being South 58 degrees Zero minutes 51 seconds West, a distance of 85 feet; thence South 58 degrees Zero minutes 51 seconds West, a distance of 24.86 feet; thence South Zero degrees 43 minutes East, a distance of 19.34 feet; thence North 89 degrees 17 minutes East, a distance of 39.11 feet to a point on a curve having a radius of 450 feet, the bearing and distance to the center of said curve being South 62 degrees 42 minutes 21 seconds West, a distance of 450 feet; thence southeasterly along said curve bearing right, a distance of 208.73 feet to a point, the bearing and distance being South 89 degrees 17 minutes West, a distance of 450 feet; thence South 89 degrees 17 minutes West, a distance of 66.28 feet; thence South Zero degrees 43 minutes East, a distance of 103.80 feet; thence North 89 degrees 17 minutes East, a distance of 66.28 feet; thence South Zero degrees 43 minutes East, a distance of 177 feet; thence South 89 degrees 17 minutes West, a distance of 33.33 feet; thence South Zero degrees 43 minutes East, a distance of 67.16 feet; thence South 89 degrees 17 minutes West, a distance of 100 feet; thence South Zero degrees 43 minutes East, a distance of 19.42 feet; thence South 89 degrees 17 minutes West, a distance of 51.73 feet; thence South Zero degrees 44 minutes 31 seconds East, a distance of 13.80 feet to the place of beginning.

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 March 24, 2020 (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: _____
_____, President of the Board of
School Trustees

ATTEST:

_____, Secretary of the
Board of School Trustees

LESSOR

ELKHART COMMUNITY SCHOOL BUILDING
CORPORATION

By: _____
_____, President

ATTEST:

_____, Secretary/Treasurer

STATE OF INDIANA)
) 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 _____ and _____, 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 March 24, 2020 (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: _____
_____, President

ATTEST:

_____, 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 _____ and _____, 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.

SIXTH AMENDMENT TO LEASE

(2020 High School Renovation Project)

between

ELKHART COMMUNITY SCHOOL BUILDING CORPORATION
(as assignee of the Elkhart Community Schools Building Corporation),
Lessor

and

ELKHART COMMUNITY SCHOOLS,
ELKHART COUNTY, INDIANA,
Lessee

Dated as of March 24, 2020

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, 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, as further supplemented and amended by the Third Amendment to Lease, dated as of April 10, 2018, recorded in the office of the recorder of Elkhart County, Indiana, on December 28, 2018, as Instrument No. 2018-26484, and as further supplemented and amended by the Addendum to Third Amendment Lease, dated as of December 1, 2018, recorded in the office of the recorder of Elkhart County, Indiana, on December 28, 2018, as Instrument No. 2018-26485, as further supplemented and amended by the Fourth Amendment to Lease, dated as of April 9, 2019, recorded in the Office of the Recorder of Elkhart County, Indiana, on July 3, 2019, as Instrument No. 2019-13101, and as further supplemented and amended by the Addendum to Fourth Amendment to Lease, dated as of June 1, 2019, recorded in the office of the recorder of Elkhart County, Indiana, on July 3, 2019, as Instrument No. 2019-13103, as further supplemented and amended by the Fifth Amendment to Lease, dated as of March 24, 2020, recorded in the Office of the Recorder of Elkhart County, Indiana, on _____, 2020, as Instrument No. 2020-_____, and as further supplemented and amended by the Addendum to Fifth Amendment to Lease, dated as of _____, 2020, recorded in the office of the recorder of Elkhart County, Indiana, on _____, 2020, as Instrument No. _____.

SIXTH AMENDMENT TO LEASE

THIS SIXTH AMENDMENT TO LEASE is entered into as of this 24th day of March, 2020 (the “Sixth Amendment”), between ELKHART COMMUNITY SCHOOL BUILDING CORPORATION (as assignee of the Elkhart Community Schools 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 (as assignee of the Elkhart Community Schools Building Corporation) 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”), an Addendum to Second Amendment Lease, dated as of May 1, 2013 (the “Addendum to Second Amendment to Lease”), a Third Amendment to Lease, dated as of April 10, 2018 (the “Third Amendment to Lease”), an Addendum to Third Amendment to Lease, dated as of December 1, 2018 (the “Addendum to Third Amendment to Lease”), a Fourth Amendment to Lease, dated as of April 9, 2019 (the “Fourth Amendment to Lease”), an Addendum to Fourth Amendment to Lease, dated as of June 1, 2019 (the “Addendum to Fourth Amendment to Lease”), a Fifth Amendment to Lease, dated as of March 24, 2020 (the “Fifth Amendment to Lease”), and an Addendum to Fifth Amendment to Lease, dated as of the date set forth on the cover page of this Sixth Amendment (the “Addendum to Fifth Amendment to Lease”) (the Original Lease, as amended by the First Addendum to Lease, the First Amendment to Lease, Second Amendment to Lease, the Addendum to Second Amendment Lease, the Third Amendment to Lease, the Addendum to Third Amendment to Lease, the Fourth Amendment to Lease, the Addendum to Fourth Amendment to Lease, the Fifth Amendment to Lease, and the Addendum to Fifth Amendment to 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 “2020 High School Renovation 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 (a) certain renovations, remodeling and updating of the existing facilities and all or portion of the equipment throughout all or certain portions of the existing Memorial High School operated by the Lessee, subsequent to the completion of the 2018 High School Renovation Project, as defined and described in the resolution adopted by the Board of School Trustees of the Lessee on January 24, 2017, (b) miscellaneous facility improvement and/or equipping projects at any of the facilities operated by the Lessee, and (c) projects related to any of the projects identified in clauses (a) or (b), 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 February 11, 2020 (collectively, the “2020 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 Sixth Amendment, the term of for such payments shall end on the date which is twenty-two (22) calendar years after the issuance of the first series of 2020 High School Renovation Bonds, or such earlier date as set forth in an addendum to the Sixth Amendment executed by the Lessor and Lessee at the issuance of 2020 High School Renovation Bonds by the Lessor in connection with the 2020 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 Sixth Amendment), the Lessee agrees to pay additional rental for the Premises in an annual amount not to exceed Seven Hundred Thousand Dollars (\$700,000). 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 Sixth Amendment is recorded by the Lessor and Lessee and ending no later twenty-two (22) calendar 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 2020 High School Renovation 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 2020 High School Renovation 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 Sixth 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 2020 High School Renovation 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 Sixth 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: _____
Kellie L. Mullins, President of the Board of
School Trustees

Attest:

Roscoe L. Enfield, Jr., 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 Sixth Amendment to Lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this _____ day of _____, 2020.

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 Kellie L. Mullins and Roscoe L. Enfield, Jr., personally known to me as the 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 Sixth Amendment to Lease for and on behalf of said school corporation.

WITNESS my hand and notarial seal this ____ day of _____, 2020.

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

THIS ADDENDUM TO SIXTH AMENDMENT TO LEASE (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 Sixth Amendment to Lease, dated as of March 24, 2020 (the “Sixth Amendment”); and

WHEREAS, it is provided in the Sixth Amendment that there shall be endorsed thereon the adjusted rental at the time each series of 2020 High School Renovation Bonds (as defined in the Sixth 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: _____
_____, President of the Board of
School Trustees

Attest:

_____, 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 Sixth 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 _____ and _____, 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 Sixth 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 Sixth Amendment to Lease

Rental Schedule

The lease rental payments for the 2020 High School Renovation Bonds are set forth on the immediately following page.



BUSINESS OFFICE

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

DATE: March 18th, 2020

TO: Kevin Scott, CFO

From: Valerie Gillespie, Supervisor of Accounting, Auditing, & Investments

RE: Transfer Tuition Rate for 2020-21 School Year

In March 2019, the board set the transfer tuition rate at \$7,400. The actual tuition rate for 2020-21 will be close to \$6,500. The state reimbursement rate includes Tuition Support and the Complexity Grant and has not been adjusted for "Other" spending reductions on the form SA545. State support is \$6,432 for 2019-20.

The recommended tuition rate for students in grades K-12 for the 2020-2021 school year is \$6,500.00.

COST SUMMARY WKS

| SUMMARY OF ALL SECTIONS- 2019/20 | | | | | |
|-----------------------------------------|---------------------|----------------------|----------------------|----------------------|----------------------|
| Enrollment percentages | 8.10% | 46.96% | 16.26% | 28.69% | 100.00% |
| ENROLLMENT | 980.00 | 5,685.00 | 1,968.00 | 3,473.31 | 12,106.31 |
| | K | 1-6 | 7-8 | 9-12 | TOTAL |
| I. | 3,719,681.44 | 27,295,701.23 | 8,201,023.74 | 15,198,815.59 | 54,415,222.00 |
| II. | 580,509.11 | 3,367,526.55 | 1,165,751.22 | 2,057,426.13 | 7,171,213.01 |
| III. | 401,629.93 | 2,329,850.49 | 806,534.41 | 1,423,446.91 | 4,961,461.74 |
| IV. | - | - | - | - | - |
| V. | 29.95 | 173.75 | 60.15 | 106.15 | 370.00 |
| VI | 1,172,830.60 | 6,803,576.58 | 2,355,223.51 | 4,156,717.40 | 14,488,348.09 |
| VII. | 20,764.22 | 120,452.98 | 41,697.73 | 913,592.03 | 1,096,506.96 |
| Total | 5,895,445.25 | 39,917,281.57 | 12,570,290.76 | 23,750,104.21 | 82,133,121.80 |
| PER STUDENT COST | 6,015.76 | 7,021.51 | 6,387.34 | 6,837.89 | Avg: 6,565.63 |

Medical Plan Experience

February 2020

| | <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 | \$ 351,610 | \$ 596,898 | \$ (245,288) | \$ 751,899 | \$ 1,195,521 | \$ (443,622) |
| UMR Rx | \$ 131,763 | \$ 61,638 | \$ 70,125 | \$ 249,753 | \$ 214,565 | \$ 35,188 |
| Rx Rebate | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Less Amt Above Stop Loss | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Claim Cost Total | \$ 483,373 | \$ 658,536 | \$ (175,163) | \$ 1,001,652 | \$ 1,410,086 | \$ (408,434) |
| Expected Claim Cost | \$ 867,225 | \$ 903,345 | \$ (36,120) | \$ 1,728,631 | \$ 1,806,690 | \$ (78,059) |
| Claims vs. Expected | \$ (383,852) | \$ (244,809) | \$ (726,979) | \$ (396,604) | | |
| Non Claim Costs (administration, clinic, pharmacy, stop-loss) | \$ 202,689 | \$ 213,022 | \$ (10,333) | \$ 403,378 | \$ 432,619 | \$ (29,241) |
| Total Cost (Claim + Non-claim) | \$ 686,062 | \$ 871,558 | \$ 1,405,030 | \$ 1,842,705 | | |
| Enrollment | 1,032 | 1,031 | \$ 2,058 | 2,062 | | |
| Cost Per Employee Per Month (PEPM) | \$ 664.79 | \$ 845.35 | \$ 682.72 | \$ 893.65 | | -23.6% |
| Paid Claims Per Employee | | \$ 486.71 | \$ 683.84 | | | -28.8% |

