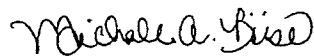


PUBLIC WORK SESSION
OF THE
BOARD OF SCHOOL TRUSTEES
Elkhart Community Schools
Elkhart, Indiana

NOTICE OF MEETING CANCELLATION

Date: Tuesday, July 14, 2026
Time: 5:00 p.m.
Location: J.C. Rice Educational Services Center
2720 California Road
Elkhart, Indiana 46514



Superintendent of Schools

Posted and electronically delivered to News
Media on Friday, July 10, 2026, and
electronically delivered to Board Members and
School Attorney on Friday, July 10, 2026.

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

July 14, 2026

CALENDAR

Jul	14	6:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Jul	28	5:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Jul	28	6:00 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. PUBLIC COMMENT
- E. CONSENT ITEMS:
 - Minutes – June 23, 2026 – Regular Board Meeting
 - Claims
 - Gift Acceptances
 - Conference Leave Requests
 - Grants
 - Contracts
 - Personnel Report
- F. OLD BUSINESS
- G. NEW BUSINESS

Innovation Network School Agreement with Premier Arts, Inc.

School Technology Advancement Account (STAA) Application – The administration recommends approval of the submission of a School Technology Advancement Account (STAA) Application.

Administrator Conflict of Interest – Elkhart Community School’s administrators disclose potential conflict of interest statements.

Resolution for Rainy Day Transfer – The Business Office recommends Board adoption of a resolution to transfer funds from the Rainy Day Fund.

Resolution Authorizing Property Tax Fund Transfers – The Business Office recommends adoption of a resolution authorizing property tax fund transfers pursuant to House Enrolled Act 1210-2026.

H. INFORMATION AND PROPOSALS

From Superintendent and Staff

From Board

I. ADJOURNMENT

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

June 23, 2026

J.C. Rice Educational Services Center, 2720 California Road, Elkhart, Indiana 46514 – at 6:02 p.m.	Place/Time
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Board Members Present:	Troy E. Scott Kellie L. Mullins Mike Burnett	Dacey S. Davis Eric Ivory Anne M. VonDerVellen Douglas K. Weaver	Roll Call
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Board President Troy Scott called the regular meeting of the Board of School Trustees to order.	Call to Order
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Board Member Eric Ivory recited the Elkhart Promise.	The Elkhart Promise
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Two (2) audience members addressed the Board during public comment, including one (1) parent concerning the school supply list and one (1) employee update regarding the Elkhart High School (EHS) Unified Track team.	Public Comment
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Wendy Wood, Director of Communication, shared some of the wonderful things happening in Elkhart Community Schools (ECS) during the Excellence of Elkhart, highlighting Academics, Arts, and Athletics.	Excellence of Elkhart
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In the area of Academics, EHS celebrated the accomplishments of the Class of 2026 during its June 11 Commencement ceremony where 766 students took their next steps into higher education, skilled trades, military service, and the workforce. Each graduate reflected on the hard work, perseverance, and support that define the Elkhart Promise.

Additionally, EHS students are participating in immersive educational travel experiences in Maine and Colorado this summer. These opportunities provide hands-on learning experiences while allowing students to earn academic credit as they explore new environments and apply classroom learning in meaningful ways.

In the area of Athletics, the EHS Boys Golf team received a tremendous community send-off as they traveled to the IHSAA State Finals, where they finished an impressive 13th in the state. Congratulations to Ben

Divido, who led the Lions with a tie for 12th place individually, representing Elkhart with excellence on one of Indiana's biggest stages.

The district also celebrates the outstanding accomplishments of the EHS Unified Track team, which earned a second-place finish at the IHSAA State Finals. Congratulations to the student-athletes and coaches on an exceptional season and this remarkable achievement.

Some upcoming events across Elkhart Schools include:

- June 24: Unified Track Celebration

By unanimous action, the Board approved the following consent items:	Consent Items
Minutes – June 9, 2026 – Regular Board Meeting	Minutes
Payment of claims totaling \$7,971,178.57 as shown on the June 23, 2026, claims listing. (Codified File 2526-178)	Payment of Claims
Extra-curricular purchase request: EHS Choir Extra-Curricular Account to purchase a mobile choir folio cabinet from Wenger Corporation totaling \$1,846.82 and West Side Extra-Curricular Account to purchase student lanyards from It's Tops totaling \$1,743.00.	Extra-Curricular Purchases
ECS received the following donation: \$1,000 from Crossroads United Way to ECS to be used to help pay for the "One Book, One School: Author Visit" program; \$500 from Alliance RV, LLC to EHS Girls' Volley Ball team to be used towards travel gear for the program; \$500 from Simplified Tool to EHS Girls' Volleyball team to be used towards travel gear for the program; donation of miscellaneous makeup and hair products, with an owner estimated value of \$486, from Royce Stutzman to the Elkhart Area Career Center (EACC) to be used by students in the Cosmetology program for training purposes; donation of Kimball Piano, including delivery fee, with an owner estimated value of \$2,250, from Lynn Buckley to Cleveland Elementary, to be used to support music instruction and student learning opportunities; donation of Walter Upright Piano, with an owner estimated value of \$3,000, from Melissa Greene to EHS to be used to support music instruction and student learning opportunities; donation of pickleball paddles, balls and other supplies/equipment, with an owner estimated value of \$1,289, from Mark and Debbie George to Woodland Elementary to be used to benefit students (equipment will follow Woodland students to Cleveland); and \$500 from The Sisters of Tri Kappa, Alpha Rho to Pierre Moran to be used to support expenses related to the Hoopla/BC2M groups and their associated activities; \$500 from Bailey's Butterflies Fund, care of the Community Foundation of Elkhart County, to EHS Girls' Volleyball team to be used toward training equipment and travel gear for the program.	Gift Acceptances
Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the June 23, 2026, listing. (Codified File 2526-179)	Conference Leave Requests

Confirmed submission of the following grants: Fiscal Year 2027 Secured School Safety Grant Program hosted by the Indiana Department of Education (IDOE) totaling \$100,000 to be used to upgrade the internal communication systems to better communicate during emergency situations. (Codified File 2526-180)	Grants
Contract recommendations in accordance with Board policy on the June 23, 2026 listing. (Codified File 2526-181)	Contracts
	Personnel Report Certified
Administrative reassignment of the following one (1) certified staff effective on date indicated: Cynthia Bonner – Director of ENL Services at ESC to Supervisor of ENL/Student Services at ESC, 7/1/26	Administrative Reassignments
Administrative reassignment of the following ten (10) certified staff effective on date indicated: David Bird – School of Study Principal (ETI) at Elkhart High to Dean of Students at Elkhart High, 8/3/26 Carlucia Gadson – Assistant Principal at Alternative Schools to Dean of Students at Alternative Schools, 8/3/26 Krista Hennings – Program Supervisor at School Without Walls to Coordinator of 9-12 Academy at Alternative Schools, 8/3/26 Benjamin Kain – Assistant Principal at Pierre Moran to Dean of Students at Pierre Moran, 8/3/26 Elizabeth Oppenheim – School of Study Principal (A&C) at Elkhart High to Assistant Principal at Elkhart High, 8/3/26 Krista Riblet – School of Study Principal (HPS) at Elkhart High to Assistant Principal at Elkhart High, 8/3/26 Jennifer Roden – Assistant Principal at Freshman Division to Dean of Students at Freshman Division, 8/3/26 Helen Stegmann – Assistant Principal at West Side to Dean of Students at West Side, 8/3/26 Dennis Trigg, Jr. – School of Study Principal (Human Services) at Elkhart High to Dean of Students at Elkhart High, 8/3/26 Meredith Warnock – Supervisor of Early Childhood at Roosevelt to Coordinator of K-8 Academy at Alternative Schools, 8/3/26	Administrative Reassignments
Administrative reassignments of the following one (1) certified staff effective on date indicated: Jacqueline Rost – Language Arts at Elkhart Academy, 8/10/26	Administrative Reassignments

Employment of the following four (4) certified staff effective on date indicated: Jenna Brown – Medical Assisting at Career Center, 8/10/26 Janine Doot – Language Arts at North Side, 8/10/26 Shannon Nowak – Grade 4 at Eastwood, 8/10/26 Kassandra Plaster – Cosmetology Instructor at Career Center, 8/10/26	Employment
Reassignment of the following one (1) certified staff effective on date indicated: Megan Anagnos – District Coordinator of Preschool Special Education at HELC to Speech Language Pathologist at Exceptional Learners, 8/10/26	Reassignments
Transfer of the following six (6) certified staff effective August 10, 2026: Shelby Eby – District Coach at ECS to College & Careers at Pierre Moran, 8/10/26 Jamie Engen – District Coach at ECS to Grade 3 at Eastwood, 8/10/26 Elizabeth Gingerich – District Coach at ECS to Intense Intervention at Pierre Moran, 8/10/26 Rhianon Harrison – District Coach at ECS to Grade 3 at Beardsley, 8/10/26 Heidi Miller – Grade 1 at Daly to Grade 1 at Riverview, 8/10/26 Marc Thompson – Grade 5 at Beardsley to Mathematics at North Side, 8/10/26	Transfers
Resignation of the following ten (10) certified staff effective on date indicated: Adrienne Bashore – Counselor at Elkhart High (HPS), 6/5/26 Breanne Boggs – Grade 1 at Daly, 5/29/26 Connie Freel – Grade 4 at Pinewood, 5/29/26 Annette Johnson – Science at Pierre Moran, 5/29/26 Angelica Nagy – Grade 3 at Beardsley, 6/15/26 Shannon Newman – Special Education at Pierre Moran, 5/29/26 Jennifer Robinson – Special Education at Elkhart High (B&IR), 5/29/26 Hannah Schmidt – Grade 3 at Cleveland, 5/29/26 Eliza Stoltzfus – Grade 5 at Roosevelt, 5/29/26 Aleece Weade-Jeong – Counselor at Elkhart High (B&IR), 6/5/26	Resignations
Separation of the following one (1) certified staff effective on date indicated: Mary Flake – Music at Elkhart High (A&C), 5/29/26	Separations

Approval of the following one (1) certified job description: Coordinator of K-8 Academy – Salary Range: \$76,664 - \$92,441 Coordinator of 9-12 Academy – Salary Range: \$76,664 - \$92,441	Job Descriptions
	Classified
Administrative appointment of one (1) classified employee effective on date indicated: Monica Conrad – General Counsel, 7/1/26	Administrative Appointments
Administrative stipend for additional administrative responsibilities beginning June 29, 2026 through June 30, 2026: Monica Conrad – General Counsel	Administrative Responsibilities Stipends
Administrative reassignment of the following one (1) classified employee effective on date indicated: Natalie Bickel – Supervisor Student Services/Attendance at ESC to Social Worker at Roosevelt, 8/10/26	Administrative Reassignments
Transfer the following twelve (12) classified employees effective in the 2026–27 school year: Crystal Burnham – Paraprofessional at Beck to Paraprofessional at West Side Camelia Corona – District Support Coordinator-Hispanic Family Specialist at Roosevelt to ENL Translator/Interpreter-Parent Liaison at Beardsley Bryon Daiber – Custodian at Roosevelt to Custodian at ESC Brenda Egick – Custodian at Career Center to Night Supervisor at Career Center DeJanea Forester – Building Substitute at Roosevelt to District Substitute at ESC Brian Guy – Head Custodian at Beck to Custodian at West Side Carlos Harris – Building Substitute at Beardsley to District Substitute at ESC Rita McKinney – Building Substitute at Daly to District Substitute at ESC Michael Mitchell – Building Substitute at Pierre Moran to District Substitute at ESC Luz Palacios – Community Translator/Interpreter at PACE/EL to ENL Translator/Interpreter-Parent Liaison at Cleveland Eric Rodman – Custodian at Elkhart High to Swing Custodian at Career Center Tynetta Warren – Paraprofessional at Osolo to Paraprofessional at Roosevelt	Transfers 2026-27 School Year

Employment of the following eight (8) coach employees in the 2026-27 school year:	Coaches
Andrew Brabender – Assistant Football Coach at Elkhart High	
Theodore Elli – Assistant Football Coach at Elkhart High	
Carlos Harris – Head Flag Football Coach at Beardsley	
Jayne Iannarelli – Head Gymnastics Coach at Elkhart High	
Elyssa Kovatch – Head Girls Wrestling Coach at Elkhart High	
Yancy McGuire – Head 8 th Grade Football Coach at West Side	
Tailor Schultheis – Head 7 th Grade Girls Varsity Volleyball at West Side	
Michael Pawlak – Assistant Boys Tennis Coach at Elkhart High	
Resignation of the following six (6) classified employees effective on date indicated:	Resignations
Abigail Anderson – Social Worker at Woodland, 5/29/26	
Marco Borja – Paraprofessional at Roosevelt, 5/29/26	
Jessica Burt – Assistant Secretary at Eastwood, 5/29/26	
Kassandra Plaster – Technical Assistant (Cosmetology) at Career Center, 5/29/26	
Jacqueline Williams – Secretary to Principal at North Side, 6/5/26	
Molly Wruble – Paraprofessional at Cleveland, 5/29/26	
Separation of the following four (4) classified employees effective on the dates indicated:	Separations
Michele Ernsberger – Secretary at Exceptional Learners, 6/30/26	
Shaun McAllister – Elementary Activities Coordinator at Elkhart High, 6/3/26	
Janet Reiner – Transition Specialist at Exceptional Learners, 5/29/26	
Addie Wright – Secretary to Director of Elementary at ESC, 6/30/26	
Retirement of the following two (2) classified employees effective on date indicated:	Retirements
Kristin Hitt – Assistant to the Director of Federal Programs, 6/30/26 with 32 Years of Service	
Clifford Ziebold – Manager of Enterprise Application Systems, 6/30/26 with 13 Years of Service	
Unpaid leave extension request for the following one (1) classified employee effective on the dates indicated:	Leaves
Tonya Gates – Custodian at Pierre Moran, beginning 5/13/26 and ending 7/8/26	

Approval of the following one (1) classified job description: General Counsel – Salary Range: \$114,736 - \$138,974	Job Descriptions
District Counsel/Chief of Staff Doug Thorne presented Board Policy 5136 – Personal Communication Devices for final consideration.	Board Policy 5136
In response to Board inquiry, Mr. Thorne explained the proposed policy revisions were developed to ensure compliance with recently enacted state legislation prohibiting student cell phone use in schools. Although the district had already been moving in this direction, the legislation, effective July 1, includes additional requirements reflected in the proposed revisions.	
By unanimous action, the Board approved Board Policy 5136 – Personal Communication Devices as presented.	
By unanimous action, the Board approved Board Policy 5410 – Promotion, Placement and Retention as presented.	Board Policy 5410
Mr. Thorne presented Administrative Guideline 5410 – Retention of Students in Grades K-8 for final review. The Board had no further questions.	Administrative Guideline 5410
By unanimous action, the Board adopted a resolution establishing administrative salary ranges consistent with the requirements of Board Policy 3421.01A – Professional Staff Contracts and Compensation Plans (Administrators). The approved salary ranges for the 2026–2027 school year do not include a salary increase for administrators. The Board further approved continuing this process in subsequent school years in accordance with the revisions to Board Policy 3421.01A adopted on April 8, 2025. (Codified File: 2627-182)	Resolution
Director of EACC Brandon Eakins requested approval for ECS, through the EACC's Teenage Parent Program Preschool, to participate as an approved On My Way Pre-K (OMWPK) provider and accept state reimbursement funds for eligible families. The administration also recommends approval of a \$50 per week tuition increase for ECS Childcare Center families, effective with the 2026-2027 school year.	On My Way Pre-K
In response to Board inquiry, Mr. Eakins explained that, even with the proposed tuition increase, the ECS Childcare Center will remain approximately 25–28 percent below the rates charged by other regional childcare providers with the same highest-level accreditation. He reviewed the proposed weekly tuition rates for infants, two- to three-year-olds, and preschool-aged children and noted that the increase is intended to help sustain program operations while remaining affordable.	
Mr. Eakins further explained that the childcare program was established primarily to serve ECS employees; however, because several seats remained unfilled during the previous year, those openings will be	

made available to the public. Interest from the public will be evaluated during the upcoming school year, and if demand warrants, the district may seek to expand the program's capacity in a future year, subject to accreditation limits.

By unanimous action, the Board approved ECS, through the EACC's Teenage Parent Program Preschool, to participate as an approved On My Way Pre-K (OMWPK) provider and accept state reimbursement funds for eligible families. The administration also recommends approval of a \$50 per week tuition increase for ECS Childcare Center families, effective with the 2026-2027 school year. (Codified File: 2526-183)

By unanimous action, the Board authorized acceptance of a \$97,758.10 donation from Mr. Amish Shah and approved the EACC Motorsports Program renovation as the Herb Ulery Legacy Project, honoring Mr. Ulery's commitment and lasting impact on ECS. (Codified File: 2526-184)

Herb Ulery
Legacy Project

In response to Board inquiry, Mr. Eakins explained that the current Motorsports lab is constrained by limited space, making it difficult to navigate between work areas safely and efficiently. The proposed renovation will repurpose an underutilized storage room to expand the instructional space, improve visibility through the addition of pass-through windows, widen access near the wash bay to accommodate equipment movement, create a dedicated welding and fabrication area, and include updated lighting, paint, and other improvements to enhance the learning environment and functionality of the space.

Chief Financial Officer Ronda Ross presented the monthly financial update for both April and May.

Financial
Update

Ms. Ross reviewed the Education Fund, noting the adjusted budget reflects transfers from the Operations Fund to better align wage expenditures with actual costs. She reported April and May receipts and expenditures were generally in line with expectations, with both months ending with positive cash balances. Year-to-date, approximately 93% of Education Fund expenditures were attributable to wages and benefits (95% using the traditional reporting method that excludes transfers), with the remaining budget supporting curriculum, supplies, professional services, and a planned increase to the district's cash balance.

She also reviewed the Operations Fund, explaining April receipts were higher than normal due to the receipt of reimbursable general obligation bond proceeds and the transfer from the Education Fund. May activity reflected the typical seasonal pattern of the fund, which relies on major property tax distributions received in June and December. Ms. Ross noted the district continues to maintain a healthy Operations Fund cash balance consistent with prior years.

Ms. Ross presented cash flow projections prepared in partnership with Policy Analytics, which continue to reflect projected deficit spending in the Education Fund based on declining enrollment and corresponding reductions in state tuition support. She noted the projections do not yet reflect the financial impact of recent district consolidation efforts and other cost-saving measures. She further explained the Operations Fund projections assume annual expenditure growth exceeding the district's current spending trends due to ongoing reductions.

Ms. Ross highlighted the district's cost-saving initiatives, reporting approximately \$4.65 million in payroll savings through reductions in central office and building-level staffing, adjustments to extended contracts and substitute pay, overtime and compensatory time controls, implementation of timekeeping software, and the management of vacant positions. She noted these figures do not include additional savings realized through reduced employee benefits costs. Future financial reports will include savings resulting from district consolidation and the district's food service management changes.

In response to Board inquiry, Ms. Ross stated the district had not yet received its June property tax distribution, noting the June distribution is typically the larger of the two annual payments and generally represents approximately 55% of the district's annual property tax revenue.

Chief Financial Officer Ms. Ronda Ross provided the monthly insurance update for April and May.

Insurance
Update

Ms. Ross reported the district's health insurance plan continues to perform well, with the year-to-date loss ratio improving from approximately 86% at the same point last year to approximately 75% this year.

In closing, Superintendent Riise reminded families that student registration for the 2026–2027 school year is open and encouraged all current and prospective families, particularly those with incoming kindergarten students, to complete registration as soon as possible. She noted enrollment figures are essential for staffing and planning purposes and encouraged families of students in grades 6–12 to explore the district's virtual learning options if they are seeking an alternative to in-person instruction.

From the
Superintendent

Mrs. Riise announced plans to launch a Strategic Planning Advisory Group to help develop a shared vision for the district's future. She explained the group would include representatives from parents, educators, business and faith communities, and district residents to provide input on priorities such as student achievement, school culture, workforce development, fiscal responsibility, and future readiness. Additional information regarding the advisory group will be shared at a later date.

Mrs. Riise also addressed recent community discussions regarding classroom expectations, school supply lists, and district updates. She emphasized the changes under consideration were not driven by financial concerns and explained the district is continuing to collaborate with principals and the Elkhart Teachers Association to refine the standardized school supply lists before reposting them. She reaffirmed the district's commitment to maintaining welcoming, engaging classrooms that balance personalization with safety and compliance requirements while continuing to meet the needs of all students, including those with accommodations through Individualized Education Programs (IEPs) and Section 504 Plans. She encouraged staff and families to direct questions to their building principal or the district office rather than relying on information shared through social media.

In closing, Mrs. Riise thanked Mr. Thorne for his many years of dedicated service to ECS and wished him the very best in his retirement.

Board Member Doug Weaver shared observations from a recent gathering of ECS graduates, noting the many successful alumni he encountered working in professions such as construction, insurance, cybersecurity, and healthcare. He encouraged families to enroll their children in ECS, emphasizing the district's long history of preparing students for successful careers and expressing confidence the district will continue that tradition for years to come.

From the Board

Mr. Scott expressed his appreciation to Mr. Thorne for his many years of dedicated service to ECS. He thanked Mr. Thorne for his guidance, wisdom, and counsel to the Board, noting the lasting impact he has made on the district. Mr. Scott stated that Mr. Thorne would be greatly missed and wished him the very best in his retirement.

The meeting adjourned at approximately 6:49 p.m.

Adjournment

APPROVED:

Signatures

Troy E. Scott, President

Kellie L. Mullins, Vice President

Mike Burnett, Secretary

Dacey S. Davis, Member

Eric Ivory, Member

Anne M. VonDerVellen, Member

Douglas K. Weaver, Member

Elkhart, IN 46516



STUDENT SERVICES

PHONE: 574-262-5540

★ ★

ELKHART COMMUNITY SCHOOLS

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

To: Board of School Trustees

Michele Riise *MAN*
Superintendent

From: Tonda Hines
Manager of Community and Family Engagement

Date: 6/23/2026

RE: School Supplies

Student Services has received a generous donation of school supplies from NIBCO for the 2026-27 school year—estimated value: \$500.

An appropriate letter of acknowledgement and appreciation will be sent to:

NIBCO World Headquarters
Attn: Mary Wambaugh
Supervisor, Events & Mailcenter Services
1516 Middlebury Street
Elkhart, IN 46516

HAWTHORNE EARLY LEARNING CENTER
501 WEST LUSHER AVENUE • ELKHART, IN 46517
PHONE: 574-295-4820

★ ★

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 Mrs. Michele Riise
Tervonda Washington

From: Meredith Warnock
Supervisor of Early Childhood Programs

Date: June 22, 2026

Subject: Monetary Donation

Hawthorne Early Learning Center received a monetary donation of \$500 from Star 004 LLC in June of 2026 to be used towards the Early Learning Center at Roosevelt School.

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:

Address: Star 004 LLC
1207 W. Lusher Ave.
Elkhart, IN 46517





ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

To: MRS. MICHELE RIISE *MMR*
BOARD OF SCHOOL TRUSTEES

From: BRANDON EAKINS *BE*

Date: JUNE 23, 2026

RE: DONATION APPROVAL - EACC

The Michiana Porsche Club recently donated \$1,800.00 to the Michelle Hostetler Memorial Scholarship, which recognizes Elkhart Area Career Center Students currently enrolled in our Automotive Technology program. This scholarship provides a toolbox, filled with misc. tools, and is awarded to 2 graduating seniors to help them start their career in the Automotive 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:

Michiana Porsche Club
Attn: Andy Wyse
22970 Basswood Ct
Elkhart, IN 46514



ELKHART AREA CAREER CENTER

ELKHART
COMMUNITY SCHOOLS

BRANDON.EAKINS@EACC.EDU

TO: MRS. MICHELE RIISE
BOARD OF SCHOOL TRUSTEES

FROM: BRANDON EAKINS BE MAR/dls

DATE: JULY 7, 2026

RE: DONATION APPROVAL - EACC

Kessington Machine Products has donated Stainless Steel and Aluminum material (please see attached for a breakdown) with an owner estimated value of \$9,970.42, to our CNC Machining program.

This donation will be useful in the classrooms as these materials will be used by students for training purposes.

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:

Kessington Machine Products
Attn: Brandon Slisher
1020 County Road 6
Elkhart, IN 46514

Part	Description	Mat Type	Loc	QTY	STD Cost	Total \$ Value	EACC Delivered
026X4.250RD	4 1/4 DIA 2024-T851 AMS-QQ-A-225/6	2024 T851	oe5	9.97	\$262.20	\$2,614.13	\$2,614.13
063x4.500RD	4 1/2 DIA 7075-T7351 ALUM	6061 Alum	oe1	6.33	\$152.02	\$962.29	\$962.29
040X5.500RD	5-1/2" DIA. 6061-T6 ALUM PER AMS-4117	Alum Cold Finish	oe1	6.66	\$250.00	\$1,665.00	\$1,665.00
170X3.750RD	AMS-5645, 321 SS, 3 3/4" DIA.	321SS	oe1	5.84	\$224.69	\$1,312.19	\$1,312.19
301X1.875RD	AMS 5643 17-4 PH H-1150 SS 1 7/8 DIA	17-4 H1150	oe4	23.9	\$48.53	\$1,159.87	\$1,159.87
301X2.250RD	2 1/4 DIA 17-4 H 1150 AMS-5643	17-4 H1150	oe1	12.93	\$49.96	\$645.98	\$645.98
303X.750RD	3/4" AMS-5643 17-4	17-4PH	OE4	95.7	\$8.25	\$789.53	\$789.53
310X.875RD	7/8 DIA 15-5 PH AMS 5659	15-5 PH	r4	7.93	\$29.16	\$231.24	\$231.24
310X.875RD	7/8 DIA 15-5 PH AMS 5659	15-5 PH	t2	5.55	\$29.16	\$161.84	\$161.84
310X.875RD	7/8 DIA 15-5 PH AMS 5659	15-5 PH	t5	5.78	\$29.16	\$168.54	\$168.54
310X.875RD	7/8 DIA 15-5 PH AMS 5659	15-5 PH	u7	8.91	\$29.16	\$259.82	\$259.82

TOTAL \$ 9,970.42

Grant Approvals to Board of School Trustees - 7/14/26

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?
2026 COPS Grant	Department of Justice	District	James Snyder	\$500,000.00 (Matching Grant)	The funds will be used for the purchase of additional weapons detection systems. James Snyder will oversee the management of the grant.	We have added weapons detection to the secondary buildings and want to move to adding them into the elementary schools. The grant will also allow us to look at other systems that could be more effective at the secondary level.	Opengate Systems: \$21,500.00 each Stabilizing Base Plates: \$518.70 Test Pieces: \$241.30 Evolv is another system we will be looking at and we are working on up to date pricing, but it is significantly higher.	8/11/2026



DISTRICT COUNSEL/
CHIEF OF STAFF

ELKHART
COMMUNITY SCHOOLS

TO: BOARD OF SCHOOL TRUSTEES

FROM: MONICA CONRAD *mc*
GENERAL COUNSEL

DATE: JULY 14, 2026

RE: CONTRACTS RECOMMENDED FOR BOARD APPROVAL

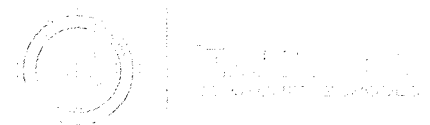
The Administration recommends approval of the following contracts. These contracts have been reviewed by the District Counsel prior to submission to the Board.

Contractor	Requesting Administrator	Description	Funding Source	Amount
AdTech Administrative and Technical Consulting, Inc.	DJ Rhoades	Recommendation to approve agreement with AdTec for the purposes of Category 1 E-rate consultation for the 2027 funding year. The services allow ECS to receive the maximum amount of available funds in order to subsidize our network access allowing ECS to provide high speed internet to our staff and students to support digital learning in the classroom.	Operations	\$ 6,100
AFG Speech Services	Traci Henn	Recommendation to approve proposed agreement with AFG Speech Therapy for virtual speech therapy services for 2026-2027. The agreement provides for virtual speech therapy, evaluations, consultation, IEP-related services, documentation, and related support.	Education Fund – Maintenance of Effort	\$100 per hour

Contractor	Requesting Administrator	Description	Funding Source	Amount
EMS LINQ, LLC	Ronda Ross	Recommendation to approve renewal for annual subscription services supporting cafeteria point-of-sale systems, student management/application processing, and the LINQ Connect family portal.	Food Services	\$22,331.84
Panorama Education, Inc.	Dr. Amy Rauch	Recommendation for approval of MOU with Panorama Education for Student Success Platform. This is the system used for analyzing aggregate student data, create MTSS referrals, and to document interventions and reading plans. Panorama also contains a comprehensive intervention database for ELA, math, attendance, behavior, and employability skills.	ProjectAWARE Grant	\$83,540
Pristine Rehab Care LLC	Traci Henn	Recommendation to approve Service Contract with Pristine Rehab Care LLC. Pristine Rehab Care will provide speech therapy services to ECS. This helps to ensure ECS is meeting their legal obligations to provide services to students with disabilities and complying with their IEPs.	Education Fund – Maintenance of Effort	\$93/hour
Incandescent Transportation Solutions (ITS)	Michele Riise	Recommendation to approve Service Agreement with Incandescent Transportation Solutions (ITS). ITS agrees to provide services as director of transportation operations during 2026-2027 school year.	Operations	\$12,500/month

WDT/crr

Cc: Michele Riise, Superintendent
Dr. Amy Rauch, Deputy Superintendent
Ronda Ross, CFO





Human Resources Department

2720 California Road • Elkhart, IN 46514

Phone: 574-262-5500

TO: MRS. MICHELE RIISE
FROM: MS. MAGGIE LOZANO
DATE: JULY 14, 2026

PERSONNEL RECOMMENDATIONS

CERTIFIED

- a. **Agreement** – We recommend the approval of two (2) separation agreements.
- b. **Administrative Resignation** – We report the resignation of one (1) administrator effective June 15, 2026.
- c. **Non-renewal of Administrative Contract** – We report the non-renewal of administrative contract for one (1) administrator contract.
- d. **New Certified Staff** – We recommend the approval of three (3) new certified staff for the 2026-27 school year.
- e. **Certified Staff Transfers** – We recommend the transfer of two (2) certified staff for the 2026-27 school year.
- f. **Separation** – We report the resignation of sixteen (16) certified staff.
- g. **Separation Correction** – We report a correction to the beginning date of one (1) certified staff.
- h. **Retirement** – We report the retirement of three (3) certified staff that have provided a total of thirty-six (36) years of service.
- i. **Job Description** – We recommend the approval of one (1) job description.
- j. **Job Description Revision** – We recommend the approval of three (3) job description revisions.

CLASSIFIED

- a. **New Classified Staff** – We recommend the approval of three (3) new classified staff for the 2026-27 school year.
- b. **Classified Staff Reassignment** – We recommend the reassignment of three (3) classified staff for the 2026-27 school year.
- c. **Classified Staff Transfers** – We recommend the transfer of twenty-two (22) classified staff for the 2026-27 school year.
- d. **Coaches** – We recommend the employment of four (4) coaches for the 2026-27 school year.
- e. **Separation** – We report the separation of ten (10) classified staff.
- f. **Job Description** – We recommend the approval of two (2) job descriptions.
- g. **Job Description Revision** – We recommend the approval of one (1) job description revision.

INNOVATION NETWORK CHARTER SCHOOL AGREEMENT

This Innovation Network Charter School Agreement (the “Agreement”) is made and entered into as of July 14, 2026 (“Commencement Date”) by and between The Board of Trustees of Elkhart Community Schools (“ECS”) and Premier Arts, Inc., an Indiana nonprofit corporation located at 410 S. Main Street, Elkhart, IN (“Operator”) (together, the “Parties”) to operate Premier Arts Academy (the “School”) as an Innovation Network Charter School.

RECITALS

- A. ECS is authorized pursuant to Indiana Code (“IC”) § 20-25.7, *et seq.*, to enter into an agreement with an organizer to establish a school as a participating Innovation Network Charter School; and
- B. Operator currently operates the School as Charter School; and
- C. The School is currently located at 2721 Prairie Street, Elkhart in a privately owned building; and
- D. Effective July 1, 2026, and pursuant to this Agreement, the School will operate at 24975 Co Road 6, Elkhart, IN in a school building owned by ECS as of the Commencement Date (“Building”); and
- E. The Parties have agreed that in addition to the Building that Operator will have access to all land and equipment located with and adjoining the Building (“Facilities”);
- F. The Parties have agreed to execute a Facilities Transfer Agreement, included as Exhibit A to this Agreement and incorporated by reference herein, to transfer the Facilities from ECS to Operator pursuant to Ind. Code § 20-25.7-5-3(e); and
- G. The Parties have agreed that the Facilities Agreement will include a First Right of Refusal to allow ECS to purchase the Building back from Operator at the same terms in the event Operator no longer intends to use the Building as a School; and
- H. The Parties recognize and understand that such offer of a First Right of Refusal shall not obligate ECS to purchase the Building back from Operator.
- I. The Parties share the common goal of serving the community and providing high-quality educational opportunities to students and families who reside in the ECS legal settlement area.

AGREEMENT

In consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

ARTICLE I: THE SCHOOL

1.1 Location. During the Term of this Agreement, Operator will operate the School as an Innovation Network Charter School in the Building at the Location.

1.2 Charter. Operator represents and warrants that a true and accurate copy of the current version of the charter between Operator and its authorizer (“Authorizer”), including all amendments, revisions, and exhibits thereto (the “Charter”), has been provided to ECS prior to the execution of this Agreement.

1.3 Grades Served. The School will serve students in grades Kindergarten (K) through eighth (8th).

1.4 Enrollment. Operator’s enrollment of students shall comply with Applicable Law, including any allowable enrollment preferences. The Parties recognize and agree that Operator has already conducted their student enrollment lottery for the 2026-2027 school year and has capped enrollment for the 2026-2027 school year to 394 students. The Parties further recognize and agree additional students waitlisted for enrollment will be considered following the second ADM count of the school year in the order in which they are listed provided that an enrollment slot is available for the student due to another student(s) vacating their enrollment slot.

1.5 Attendance Area. For purposes of this Agreement only, the School’s attendance area (“Attendance Area”) is the entire ECS school district. Any student who is eligible to attend an ECS school in one of the grades served by the School and resides in the Attendance Area may attend the School and may not be refused enrollment subject to enrollment capacity, as further detailed in Section 1.4 above. The School may continue to enroll students located outside of the ECS Attendance Area.

ARTICLE II: OPERATOR

2.1 Organizer. Operator shall be the “Organizer” for the School, as that term is defined in Ind. Code § 20-24-1-7 and used in Ind. Code § 20-25.7-3-6, and shall be responsible for the operations of the School.

2.2 Operational Autonomy. Operator shall have full operational autonomy to run the School as provided by Applicable Law and set forth in this Agreement. Pursuant to Ind. Code § 20-25.7-5-2(b)(7), this Agreement shall not create an obligation that would cause the organizer to be in violation of its Charter.

2.3 Good Standing and Nonprofit Status. Operator represents that it is an Indiana nonprofit corporation in good standing with the State of Indiana, and that the Internal Revenue Service (“IRS”) has determined it to be tax exempt.. Operator shall immediately notify ECS if (a) its tax-exempt status is questioned, modified, or revoked by the IRS, (b) its application for tax-exempt status is denied or questioned by the IRS, or (c) it receives notice that it is no longer in

good standing with the State of Indiana. Operator may not operate the School without having been determined to be tax exempt by the IRS unless ECS expressly agrees in writing to allow it to do so.

2.4 Articles and Bylaws. Operator represents that a true and accurate copy of its current Articles of Incorporation (“Articles”) and Bylaws have been provided to Operator’s Charter Authorizer. If Operator materially amends its Articles or Bylaws during the Term of this Agreement, it shall provide notice to ECS of such amendment, and a copy of the amended Articles or Bylaws, within thirty (30) days of the amendment.

2.5 Operator’s Board of Directors. Operator represents that a true and accurate list of its current directors (“Directors”) has been provided to Operator’s Charter Authorizer.

2.6 Additional Innovation Network Charter School Agreements. Notwithstanding Ind. Code § 20-25.7-5-2.5, Operator shall not enter into a participating innovation network charter school agreement for the School with another school corporation during the term of this Agreement.

ARTICLE III: OPERATIONS

3.1 Operations. Operator shall run the School as provided in the Charter and this Agreement. Operator represents and warrants that the Charter sets forth the manner in which Operator plans and intends to operate all material aspects of the School during the Term of this Agreement.

3.2 Amendments and Changes. If during the Term of this Agreement the Charter is amended or any material change is made to the operation of the School, Operator shall provide notice to ECS of such amendment or change, and a copy of any such amendment, within thirty (30) days of the adoption of the amendment or change.

3.3 Performance Goals and Accountability Metrics. Pursuant to Ind. Code § 20-25.7-5-2(b), the Operator authorizes the Indiana Department of Education (“Department”) to include the School’s performance assessment results under Ind. Code § 20-31-8 when calculating the ECS performance assessment under rules adopted by the State Board of Education (“State Board”). The performance goals and accountability metrics for the School (“Educational Goals”) are set forth in Charter. Pursuant to Ind. Code § 20-25.7-5-2(b)(3), the performance goals and accountability metrics agreed upon for the School in the Charter shall be the only performance goals and accountability metrics for the School.

ARTICLE IV: RELATIONSHIP OF THE PARTIES

4.1 Nature of Relationship. The Parties’ relationship is contractual, and nothing in this Agreement is intended to, or shall, create a partnership or joint venture between the Parties.

4.2 No Agency. Unless expressly provided in this Agreement or otherwise agreed in writing, neither Party will be an agent of the other Party or have the express or implied authority to bind the other.

ARTICLE V: APPLICABLE LAWS

5.1 Applicable Law. The Parties agree that the School is subject to and must be operated in compliance with certain laws and regulations, that certain laws and regulations that apply to a governing body or school corporation may not apply to the School or its operation, and that both Parties shall perform their obligations under this Agreement in compliance with all laws and regulations that do apply to the School or its operation, as may be amended from time-to-time (collectively, “Applicable Law”).

5.2 No Discrimination. The Parties agree that the School is subject to, and shall be operated by Operator in compliance with, all federal and state laws and constitutional provisions that prohibit discrimination, including without limitation all such laws and provisions that prohibit discrimination on the basis of disability, race, color, gender, national origin, religion, or ancestry.

5.3 Inapplicable State Laws and Regulations. The Parties agree that, except as provided in this Agreement or required by Applicable Law, no provision of Indiana law otherwise applicable to a governing body or school corporation, or rule or guideline adopted by the State Board, shall apply to the School or its operation.

ARTICLE VI: PERSONNEL

6.1 Personnel Decisions. Operator is responsible for all personnel and human resources aspects of the School’s operation, including without limitation, all personnel decisions in the School, and shall not be bound by any contract entered into by ECS under Ind. Code § 20-29.

6.2 Employment Status. Unless expressly agreed otherwise in writing, employees of Operator who work in the School (“School Personnel”) shall not be employees of ECS.

6.3 Criminal History Background Checks. Operator shall perform all criminal history background checks required by Applicable Law, including without limitation those required on School Personnel, applicants, vendors, contractors, and volunteers.

6.4 Certified Personnel. The School’s certified personnel shall at a minimum have the qualifications required by Applicable Law for such personnel employed in an Innovation Network Charter School.

6.5 Employment Records. Operator is responsible for maintaining the employment

records for all School Personnel.

6.6 Employee Complaints and Grievances. The Parties agree that an employee of a Party with a complaint or grievance will utilize the policy of his or her employer that is applicable to the complaint or grievance and will not be permitted to use the policy of the Party that is not his or her employer, except as permitted by Applicable Law.

6.7 Investigations. The Parties agree to reasonably cooperate in any investigation relating to the School that may involve each other's employees to the extent reasonably necessary to promptly and accurately complete any such investigation.

ARTICLE VII: POLICIES AND PROCEDURES

7.1 Policies and Procedures. Operator represents that the general operational policies and procedures that it plans and intends to use in operating the School ("School Policies") are set forth in the Charter. If any material change is made to the School Policies during the Term of this Agreement, Operator shall provide notice to ECS of such change, and an updated copy of the affected policies or procedures, within thirty (30) days of the adoption of the change.

7.2 Required Policies and Procedures. The School Policies must include, without limitation, policies and procedures relating to the manner in which Operator will (a) receive and address complaints and other comments from students' parents and guardians, other stakeholders, and the public generally; (b) receive and resolve grievances and complaints from School Personnel; (c) comply with Title IX; (d) comply with the McKinney-Vento Act; and (e) implement School discipline, including the process for appealing disciplinary decisions. The School Policies also must include a policy that sets forth the processes and requirements for reporting suspected child abuse or neglect to Child Protective Services that is substantially similar to the ECS policy then in effect for making such reports, and any other policies and procedures required by Applicable Law.

ARTICLE VIII: FACILITIES

8.1 Facilities Agreement. The Parties agree that they are executing a Facilities Transfer Agreement as Exhibit A to this Agreement which is incorporated by reference herein. The Facilities Transfer Agreement establishes the terms and conditions by which the Facilities will be transferred from ECS to Operator pursuant to the Facilities Transfer Agreement. Pursuant to Ind. Code § 20-25.7-5-3(e), the Facilities Transfer Agreement concerning the transfer of ownership of the Facilities is not subject to Ind. Code § 20-26-7.1. The Parties recognize and agree that Operator will need to have access to the Facilities immediately after the Commencement Date to adequately prepare for the 2026-2027 school year. Additionally, the Parties recognize and agree that ECS will need to have access to the Facilities through August 1, 2026, for a variety of purposes. The Parties will work together in good faith to allow ECS to vacate the Facilities and simultaneously allow the

Operator to take possession of and move into the Facilities.

8.2 Furniture, Fixtures, and Furnishings. The Parties will work together in good faith to identify the furniture, fixtures, and furnishings that will remain at the Facilities prior to or following the transfer of the Facilities to Operator. To the extent there are such furniture, fixtures, and/or furnishings that the Parties have determined will not remain with the Facilities after the date the Facilities have been transferred to Operator, Operator will provide ECS with a list of such furniture, fixtures, and furnishings, and ECS shall remove such items within thirty (30) days of submission of this list. Operator will not be liable for maintenance or damages for such ECS furniture, fixtures, and/or furnishings left on the premises after such time period and may use such furniture, fixtures, and/or furnishing as it sees fit.

ARTICLE IX: FINANCIAL MATTERS

9.1 Monthly Payment.

(a) Pursuant to Ind. Code § 20-25.7-5-2(b)(2), ECS shall distribute at least one hundred percent (100%) of the state tuition support dollars that ECS receives from student enrollment in the School in accordance with the school funding formula to the Operator. ECS shall pay Operator a monthly payment (“Monthly Payment”) that is equal to (i) one-twelfth of the average annual amount of state basic tuition support and complexity grant funding that ECS then receives from the State of Indiana per student (“ECS Per Pupil Average”), (ii) multiplied by the number of students reported in the most recent Average Daily Membership (“ADM”) count for the School.

9.2 Additional State Funding. The Parties acknowledge and agree that ECS will receive all basic tuition support and complexity grant funding for the School (together, “Annual Funding”) directly from the State of Indiana. If during the Term of this Agreement ECS receives, and Operator does not directly receive, additional funds from the State of Indiana based on the characteristics of the School or students who attend the School other than the Annual Funding solely because Operator and ECS have executed this Agreement and the School is operated as an Innovation Network Charter School (“Additional State Funds”), ECS shall pay such Additional State Funds to Operator. Such Additional State Funds may include, without limitation, funding for textbook reimbursement, special education, ELL, or grant funding provided for by Ind. Code § 20-24-13, *et seq.*

9.3 Direct Payments and Offsets. The Parties agree that if during the Term of this Agreement Operator receives, and ECS does not receive, payments of (a) Annual Funding directly from the State of Indiana, then the amount of such direct payments shall offset an equal amount of the Monthly Payment from ECS, or (b) Additional State Funds, then the amount of such direct payments shall offset an equal amount of the payment of Additional State Funds from ECS.

9.4 Timing of Payments. ECS shall pay Operator by electronic funds transfer (a) the Monthly Payments no more than three (3) business days after receiving payment of Annual

Funding from the State of Indiana, and (b) any Additional State Funds no more than three (3) business days after ECS receives such Additional State Funds from the State of Indiana.

9.5 ADM. The ADM for the School and ECS shall be determined pursuant to Applicable Law then in effect. Operator shall report the ADM to ECS in a timely manner as required by Applicable Law. Operator represents and warrants that the ADM it reports to ECS shall be complete and accurate.

9.6 Philanthropic Gifts. Any funds received by a Party through philanthropic gifts, grants, or donations from individuals or nongovernmental organizations shall be the sole property of the Party that received them. The Parties may agree in writing to engage in joint fundraising efforts and shall allocate any funds raised through such efforts in the manner set forth in such written agreement.

9.7 Additional Governmental Grants. To the extent that additional governmental grant opportunities become available for the benefit of the School, and such grant funds are not already received directly by Operator for use in the School, the Parties may agree in writing to cooperate in attempting to obtain such additional grant funds. Nothing in this Agreement shall preclude Operator from being eligible for grants provided to charter schools. Operator shall remain entitled to directly receive all grant funding specific to charter schools for which ECS is not eligible, including but not limited to facility funding and charter school grants, and the application for, acceptance of, and use of such grants shall be at the sole discretion of Operator.

9.8 Contracting. Each Party is responsible for obtaining, contracting with, and paying its own vendors for goods it acquires and services it receives in connection with the performance of its obligations under this Agreement.

9.9 Accounting. Operator shall comply with generally accepted fiscal management and accounting principles required by the Charter and Applicable Law.

9.10 Audits. Operator shall annually provide ECS its final audited financial statements and any other financial audit that Operator provides to its Authorizer, the IDOE, the State Board of Accounts, or any other governmental or regulatory body on the same schedule as Operator provides such information to its Authorizer. Operator acknowledges that ECS conducts an annual Generally Accepted Accounting Principles audit that will include Operator's audited financial statements and agrees to reasonably cooperate with ECS' requests for information relating to Operator's audited financial statements.

9.11 Property Tax Referendum Revenue. The Parties acknowledge and agree that ECS is entitled to count students from the ECS legal settlement attending the School in estimates relating to property tax referendum revenue and that such referendum revenue shall be distributed to the Operator as required by and in accordance with Applicable Law, as may be amended from time to time or as otherwise agreed to in writing by the Parties. Notwithstanding, throughout the initial Term of this Agreement, ECS shall be entitled to retain sixty percent (60%) of the property tax referendum revenue that Operator is otherwise entitled to receive.

9.12 Tax Matters. Operator agrees that it is not entitled to, and that it will not, take any tax position that is inconsistent with being a “service provider,” as such term is defined in IRS Revenue Procedure 2017-13) to ECS with respect to the Facilities.

9.13 Administrative Fee. Pursuant to Ind. Code § 20-25.7-5-2(g), ECS shall be entitled to an administrative fee not to exceed one percent (1%) of the total amount of state tuition support that is distributed to the school corporation based on the Operator’s student enrollment. ECS shall be entitled to deduct an amount equivalent to this administrative fee from the monthly payment paid by ECS to Operator pursuant to Section 9.1 of this Agreement on a pro rata basis over a twelve-month period.

ARTICLE X: COMMUNITY RELATIONS

10.1 Media and Communications. Subject to Applicable Law, the Parties shall reasonably cooperate and work together in good faith to respond to media communications regarding this Agreement.

10.2 Notice of a Material Issue or Event. Operator shall provide notice as soon as practicable to ECS of (a) any material issue or event concerning the safety of students attending the School, (b) any material litigation, arbitration, or other proceeding filed or threatened to be filed against Operator in any way connected with the School, or (c) any other matter that reasonably could have a material impact upon Operator’s ability to perform its obligations under this Agreement.

10.3 Identification as Innovation Network Charter School. Operator shall cause the landing page of the School’s website to reasonably identify the School’s affiliation with ECS as an Innovation Network Charter School.

ARTICLE XI: ADDITIONAL SERVICES

11.1 Transportation. ECS shall have no obligation to provide transportation services to students attending the School.

11.2 Additional Services. If Operator wishes to contract with ECS for additional services and/or ECS wishes to offer additional services to Operator, either Party may notify the other Party of such request(s) no later than April 1 each year during the Term of the Agreement. Notwithstanding, in year one of this Agreement the Parties shall have until August 1 to determine what services may be offered to Operator and the costs for such services. The Parties will reasonably work together in good faith to reach an agreement on the terms under which ECS will provide such additional services. The costs of such services shall not exceed the cost paid by ECS. The Parties shall enter into a separate agreement annually for the purchase of such additional services. The additional services agreement may not amend the terms of this Agreement.

11.3 Cost of Goods and Services. To the extent ECS provides any goods or services to Operator related to the School, whether pursuant to this Agreement or otherwise, ECS may not charge Operator more for such goods or services than permitted by Applicable Law.

ARTICLE XII: PROGRAM EVALUATION AND REPORTS

12.1 Accountability Data. Operator shall provide to ECS a copy of all accountability data regarding the School provided to its Authorizer on substantially the same schedule as such data is provided to the Authorizer or as otherwise agreed by the Parties.

12.2 Financial Data. Operator shall provide to ECS a copy of all financial data regarding the School provided to its Authorizer on substantially the same schedule as such data is provided to the Authorizer.

12.3 Program Reports and Evaluation. Operator shall provide to ECS a copy of all program reports and evaluations regarding the School provided to its Authorizer on substantially the same schedule as such reports or evaluations are provided to the Authorizer.

12.4 Confirmation of Background Checks. Each year during the Term of this Agreement, Operator shall provide to ECS confirmation that Operator has performed all criminal background checks required by Applicable Law.

ARTICLE XIII: INTELLECTUAL PROPERTY

13.1 Proprietary Materials. Each of the Parties shall own its own intellectual property, including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by ECS related to the School shall be owned by ECS, and any materials created exclusively by Operator related to the School shall be owned by Operator. The Parties acknowledge and agree that neither has any interest in or claim to the other Party's proprietary materials. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.

13.2 Name. Operator owns the intellectual property right and interest to the name Premier Arts Academy and any and all derivations thereof. During the Term of this Agreement, Operator grants to ECS a non-exclusive non-assignable license to use the name as it relates to the School and the relationship the Parties have pursuant to this Agreement.

ARTICLE XIV: INSURANCE AND RISK OF LOSS

14.1 Insurance Coverage. Operator shall secure and keep in force during the Term of this Agreement (a) insurance coverage as required by the Charter, and (b) regardless of whether required by the Charter, cyber liability insurance with a minimum liability limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate (collectively, the "Coverage"). ECS shall be named as an additional insured under such Coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School or any event arising therefrom. All of Operator's insurance policies shall be issued by insurance companies qualified to operate in Indiana and otherwise reasonably acceptable to ECS. ECS shall maintain insurance coverage applicable to any services it provides at the School in substantially the same manner as it maintains such insurance with respect to other ECS schools. Notwithstanding the foregoing requirement regarding insurance coverage, ECS shall have the right to self-insure part or all of said insurance coverage in ECS' sole discretion. In the event ECS elects to self-insure all or any part of any risk that would be insured under the coverage described above, and an event occurs where insurance proceeds would have been available but for the election to self-insure, ECS shall make funds available to the same extent that they would have been available had such insurance policy been carried.

14.2 Indemnification. Subject to the policy limits of the Coverage required by this Agreement, Operator will protect, defend, indemnify, and save harmless ECS from and against all claims and suits, including court costs, attorneys' fees, and other expenses, caused by the acts or omissions of Operator, its employees, officers, directors, trustees, subcontractors or agents in relation to the School or the performance of its obligations under this Agreement. Subject to the policy limits of the insurance coverage required by this Agreement, ECS will protect, defend, indemnify, and save harmless Operator from and against all claims and suits, including court costs, attorneys' fees, and other expenses, caused by the acts or omissions of ECS, its employees, officers, directors, trustees, subcontractors or agents in relation to the School or the performance of its obligations under this Agreement.

14.3 Evidence of Insurance. Upon request, a Party will furnish a certificate of insurance or other acceptable proof of Coverage to the other Party evidencing the required Coverage within thirty (30) days after it is requested. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.

14.4 Cooperation. To the extent that it is reasonably practicable, each Party will comply

with any information or reporting requirements required by any of the other Party's insurers.

14.5 Waiver of Subrogation. Notwithstanding anything in the Agreement to the contrary, Operator and ECS hereby waive any rights each may have against the other on account of any loss or damage to their respective property, the Facilities, its contents, or other portions of the Facilities which is required to be insured against by this Agreement, including without limitation the negligence of Operator or ECS, as applicable, and the property insurance policies maintained by the Parties as provided in this Agreement shall include an endorsement containing an express waiver of any rights of subrogation by the insurance company against Operator and ECS, as applicable.

14.6 Insurance Companies. All insurance Coverage described in this Article shall be obtained from companies that are authorized to do business in the State of Indiana and have an A.M. Best Rating of "A" or better.

14.7 Transportation. ECS will name Operator as an additional insured under its insurance policy applicable to its provision of transportation services under this Agreement, should the Parties agree for ECS to provide such transportation services, and, if ECS contracts with a third party to provide such transportation services, ECS will use its best efforts to have Operator named as an additional insured under such third party's applicable insurance policy.

ARTICLE XV: SAFETY OF STUDENTS

15.1 Health and Well-Being of Students. The Parties agree to use their best efforts to reasonably cooperate to the extent it is necessary to protect the safety and well-being of students enrolled in the School pursuant to the terms of this Agreement, the Charter, and Applicable Law.

ARTICLE XVI: IMMUNITY

16.1 No Waiver of Immunity. Nothing in this Agreement shall be construed to waive any immunity to which ECS, the School, Operator, or any individual or entity is entitled under Applicable Law.

16.2 Mutual Release from Liability. To the extent permitted by Applicable Law, each Party will release the other Party and all of its respective employees, officers, directors, trustees, subcontractors, and agents from any losses, liabilities, damages, and claims that may arise out of, or by reason of, any act or omission of the releasing party under this Agreement. This mutual release applies only to the extent that it reiterates existing law and enforces each Party's obligations as may be permitted by law. This mutual release does not and shall not be construed to expand or increase the liability or scope of each Party and does not and shall not apply to the Parties' insurance and indemnification provisions set forth in Article XIV. To the extent that this provision purports to create liability or potential liability on the part of either Party beyond its legal authority or power to incur liability, this Section 16.2 is invalid.

ARTICLE XVII: TERM OF THE AGREEMENT: TERMINATION

17.1 Term. The term of this Agreement shall be for two (2) years beginning on the Effective Date and ending on June 30, 2028 (“Term”). No later than one hundred eighty (180) days prior to the expiration of the Term of the Agreement, the Parties shall meet to determine if one or both Parties wish continue to operate the School pursuant to an agreement between the Parties, and if both Parties wish for Operator to do so, the Parties shall work together in good faith effort to reach such an agreement. Such agreement between the Parties may include the renewal of this Agreement. This Agreement is subject to the termination provisions set forth in Section 17.2 below.

17.2 Termination.

(a) Termination Rights of Both Parties. Either Party may terminate this Agreement in the event that the other Party fails to remedy a material breach of this Agreement within thirty (30) days after written notice by the non-breaching Party of such breach; provided, however, that if the breach would affect the safety or well-being of a student or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.

(b) Material Breach: For purposes of Section 17.2(a), a “material breach” of this Agreement shall include the failure of a Party to comply with or fulfill any material obligation, condition, term, representation, warranty, provision, or covenant contained in this Agreement, including without limitation any failure by Operator to meet generally accepted fiscal management and government accounting principles, comply with Applicable Law, or meet the Educational Goals required by this Agreement.

(c) Termination by Mutual Written Consent. This Agreement may be terminated by mutual consent of both Parties, without penalty to either Party, with such termination to be effective at such time, and upon such other terms, as set forth in such written consent.

(d) Termination Related to Academic Performance. ECS may terminate this Agreement if the School is placed in one of the lowest two categories or designations of State school performance categories, as established pursuant to I.C. § 20-31-8, *et seq.*, for three (3) or more consecutive years in which it is operated by Operator. A termination under this Section 17.2(d) shall be effective at the end of the then current school year so long as notice of such termination is provided no later than one hundred eighty (180) days prior to the end of the then current school year.

(e) Loss of Charter. This Agreement may be terminated by ECS immediately upon the termination, revocation, expiration without renewal, or loss of the Charter. For purposes of this Section 17.2(e), a “revocation” of the Charter shall occur on the date that the authorizer notifies Organizer that the Charter has been revoked or otherwise terminated.

(f) Bankruptcy; Dissolution. This Agreement will terminate immediately upon the (i)

filing by any Party of a voluntary petition in bankruptcy; (ii) adjudication of such Party as bankrupt; (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of such Party under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors' rights generally; (iv) appointment of a receiver, trustee or other similar official of such Party or its property; or (v) the dissolution of its corporate entity.

(g) Change in Applicable Law. If any change in Applicable Law is enacted after the Commencement Date that will have a material adverse effect on the ability of a Party to carry out its obligations under this Agreement, such Party may, at its election and upon written notice to the other Party, terminate this Agreement or request renegotiation of the Agreement for purposes of complying with such changes in Applicable Law, with any such renegotiation to be undertaken in good faith. If a Party elects renegotiation and the Parties are unable to agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Agreement will terminate. A termination under this Section 17.2(g) shall be effective (i) at the end of the then current school year so long as notice of such termination is provided by no later than one hundred eight (180) days prior to the end of the then current school year, or (ii) at the end of the following school year if notice of such termination is provided fewer than one hundred eighty (180) days prior to the end of the then current school year.

(h) Effective Date of Termination. Unless expressly provided otherwise, any termination pursuant to this Article XVII shall be effective at the end of the then current school year; provided, however, that any termination may be made effective immediately upon written notice if such immediate termination is necessary to protect the health, safety, or welfare of students.

(i) Effect of Termination. In the event of termination under this Agreement, each Party's obligations to the other with respect to the School shall terminate, except that any obligations that are imposed by Applicable Law, contemplated as surviving termination, or reasonably necessary to wind down the Parties' relationship created by this Agreement, including without limitation finalizing any reporting requirements imposed by Applicable Law or this Agreement, record retention requirements, reimbursement for damaged furniture or equipment, and payment owed for time periods prior to termination but not yet paid, shall survive termination. Termination of this Agreement shall not amount to a waiver of any cause of action, for breach of this Agreement or otherwise, that either Party may have against the other.

ARTICLE XVIII: GENERAL AND MISCELLANEOUS PROVISIONS

18.1 Entire Agreement. The terms and conditions of this Agreement, including any exhibits which are incorporated herein, constitute the entire agreement between the Parties with respect to the School and all other matters addressed herein, and this Agreement supersedes all prior discussions and agreements, whether oral or written, regarding the subject matter of this

Agreement.

18.2 Jurisdiction and Venue. Each Party consents and submits to the jurisdiction of the state and federal courts located in the State of Indiana for purposes of any action, suit, or proceeding arising out of or relating to this Agreement and agrees that exclusive venue for any action, suit, or proceeding arising out of or relating to this Agreement shall be in the state or federal courts located in Elkhart County, Indiana.

18.3 Governing Law. The laws of the State of Indiana, without regard to its conflict of laws provisions, will govern this Agreement, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this Agreement.

18.4 Counterparts. Facsimile Transmissions. This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one Agreement.

18.5 Official Notices. All notices and other communications required by the terms of this Agreement must be in writing and sent to the Parties hereto at the addresses set forth below. Unless otherwise agreed in writing by the receiving Party, notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; or (iii) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given two (2) school days after mailing as described in clauses (i) and (ii) above, or on the date of personal delivery if on a business or school day during normal business hours (or, if not, the next succeeding business day). The addresses of the Parties are:

ECS: Mrs. Michele Riise
Superintendent
2720 California Road
Elkhart, IN 46514

Operator: Ashley Molyneaux
Head of Schools
Premier Arts Academy
2721 Prairie Street
Elkhart, IN 46517

With a copy to: Heather Harris
Partner
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204

18.6 Assignment. Except as expressly provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent

of the other Party, which may be withheld at each Party's sole discretion.

18.7 Amendment. This Agreement may not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

18.8 Waiver. No waiver of any provision of this Agreement will be effective unless made in writing, no waiver of any breach of any provision of this Agreement shall be held as a waiver of any other or subsequent breach, and no waiver shall constitute a waiver of any other provision of this Agreement unless otherwise expressly stated.

18.9 Severability. The Parties intend that each provision of this Agreement constitutes a separate agreement between them. Accordingly, the provisions of this Agreement are severable and, in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable.

18.10 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

18.11 No Third-Party Rights. This Agreement is made for the sole benefit of the Parties and their respective successors and permitted assigns. No person or entity who is not a Party to this Agreement shall have, or be deemed to have, any rights under this Agreement or any relationship with either of the Parties by virtue of this Agreement, including without limitation any relationship in the nature of a third-party beneficiary or fiduciary.

18.12 Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

18.13 Attorneys' Fees. In addition to any other remedy provided for herein, the predominantly non-prevailing party in any litigation arising out of or relating to this Agreement shall pay all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the predominantly prevailing party in successfully enforcing any covenant or obligation imposed by this Agreement against, or collecting any amounts payable under or pursuant to this Agreement from, the predominantly non-prevailing party in such litigation.

18.14 Remedies Cumulative. The remedies of ECS and Operator provided herein shall be cumulative, and none of them shall be construed as exclusive of any other or of any remedy provided herein.

18.15 Construction. Whenever a word appears herein in its singular form, such word shall

include the plural and vice versa; and the neuter gender shall include the masculine and feminine genders. Use of the words “including,” “such as,” or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as “without limitation,” or “but not limited to,” are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, terms or matter. This Agreement shall be construed without reference of titles of Articles or Sections, which are inserted for reference only.

18.16 Due Authorization. Each person executing this Agreement on behalf of a Party covenants and represents that the person is duly authorized to sign and deliver this Agreement.

18.17 Recitals. The Recitals set forth above are incorporated by reference in this Agreement as if fully set out herein.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

PREMIER ARTS ACADEMY, INC.

By: _____

Name: _____

Title: Board Chair

BOARD OF TRUSTEES, ELKHART COMMUNITY SCHOOLS

By: _____

Name: _____

Title: Board President

By: _____

Name: _____

Title: Board Secretary

EXHIBIT A FACILITIES TRANSFER AGREEMENT

This Facilities Transfer Agreement is made and entered into as of the Commencement Date by and between the Board of Trustees of Elkhart Community Schools (“ECS”) and Premier Arts, Inc. (“Operator”) (each a “Party” and together, the “Parties”) regarding the Building, land on which the Building is located (the “Land”, which Land is legally described on Exhibit B attached hereto and made a part hereof), and related improvements located at 24975 Co. Road 6, Elkhart, Indiana, (“Facilities”).

RECITALS

A. The Parties are entering into a new innovation network charter school agreement (“Agreement”) concurrently with this Facilities Transfer Agreement which is included as Exhibit A to the Agreement; and

B. The Parties desire to enter into this Facilities Transfer Agreement by which ECS will transfer to Operator ownership of the Facilities and other personal property located at the Facilities mutually agreed to by the Parties after a walk-through (“Personal Property”) to operate Premier Arts Academy (“School”).

AGREEMENT

In consideration of the mutual agreements set forth in this Facilities Transfer Agreement, and for other good and valuable consideration, the Parties agree as follows:

Article I: TRANSFER AND CLOSING

1.01 Transfer of Property. The Parties agree that on the Closing Date (as defined below), subject to and upon the terms and conditions contained herein, including all of the ECS Conditions set forth below, and pursuant to Ind. Code § 20-25.7-5-3, Operator agrees to accept and ECS agrees to transfer the Facilities, including all structures, fixtures and improvements erected or located on the Land, or affixed thereto and all tenements, hereditaments, rights, privileges, interests, leases, easements and appurtenances belonging or in any way pertaining to the Land or improvements located thereon (collectively, the “Property”). The Parties recognize and agree that Operator will need to have access to the Facilities immediately after the Commencement Date to adequately prepare for the 2026-2027 school year. Additionally, the Parties recognize and agree that ECS will need to have access to the Facilities through August 1, 2026, for a variety of purposes. The Parties will work together in good faith to allow ECS to vacate the Facilities and simultaneously allow the Operator to take possession of and move into the Facilities.

1.02 Consideration. ECS agrees to transfer the Property to Operator for one dollar (\$1.00) in consideration of Operator’s intended use of the Property for operation of the School.

1.03 Existing Debt. The Parties agree that any ECS debt assigned to the Property shall be paid by ECS or reassigned by ECS prior to the transfer of ownership of the Property (with any recorded

instruments evidencing such debt released from the Facilities at or prior to Closing). Operator shall not be responsible for any ECS debt assigned to the Property.

1.04 Title. The Property shall be conveyed to Operator free and clear of any and all liens and encumbrances except the Permitted Exceptions (as defined below). As evidence of such title, ECS shall obtain, at its sole cost and expense, a commitment for an ALTA owner's policy of title insurance (the "Title Commitment") issued by Meridian Title, 4440 Edison Lakes Parkway, #100, Mishawaka, IN 46545 ("Title Insurer"), in which Title Insurer shall agree to insure good and marketable title to the Property upon conveyance to Operator, subject only to Permitted Exceptions. For purposes of this Facilities' Transfer Agreement, Permitted Exceptions shall mean (i) current taxes and assessments which are not yet due and payable, or payments in lieu of taxes, if any; (ii) zoning ordinances, building codes and other governmental restrictions and regulations; (iii) encumbrances created by Operator; (iv) all matters that would be disclosed by an accurate survey or physical inspection of the Property; (v) any easement, condition, restriction, reservation or other matter appearing of record to which Operator does not reasonably object, and (vi) covenants, restrictions and other encumbrances of record that are acceptable to Operator.

1.05 Environmental Condition. Operator, at its sole cost and expense, shall obtain a comprehensive environmental report for the Facilities, and shall identify any environmental issues or concerns, including but not limited to asbestos and lead-based paint, a copy of which shall be delivered to ECS upon completion.

1.06 Closing Date. The Parties shall close on the property within thirty (30) days from the execution of this Facilities Transfer Agreement (the "Closing Date") and subject to satisfaction of certain conditions set forth below (the "ECS Conditions"), the transfer of the Property contemplated by this Agreement shall be consummated at a closing (the "Closing") to be held through escrow by the offices of Title Insurer at a time and date mutually acceptable to the Parties.

1.07 ECS' Obligations. At the Closing, ECS shall deliver to Operator the following documents:

- (a) A properly executed limited warranty deed in recordable form conveying ECS' title in the Property to Operator, subject only to the Permitted Exceptions;
- (b) A vendor's affidavit in a form acceptable to ECS and the Title Insurer;
- (c) An Indiana Disclosure of Sales Information Form or Exempt Transactions Form as required by Ind. Code § 6-1.1-5.5;
- (d) Information and documents relating to repair and maintenance of the Facilities as reasonably needed by Operator to assume responsibility for maintaining and repairing the Facilities;
- (e) Copies of all warranties, as-built drawings, and shop drawings,.
- (f) Such other instruments and assurances as Operator and the Title Insurer may reasonably deem necessary to consummate the transaction contemplated herein.

All of the above documents shall be in form and substance reasonably satisfactory to Operator and ECS.

1.08 Operator's Obligations. At the Closing, Operator shall deliver to ECS the following documents:

- (a) An Indiana Disclosure of Sales Information Form as required by Ind. Code § 6-1.1-5.5;
- (b) Such other considerations as ECS or ECS' counsel or Title Insurer may reasonably deem necessary to consummate the transaction contemplated herein.

All of the above shall be in form and substance reasonably satisfactory to ECS and ECS' counsel.

1.09 Conditions Precedent to ECS' Obligations. ECS' obligation to transfer ownership shall be subject to fulfillment of the following conditions (individually, an "ECS Condition", and collectively, "ECS Conditions"):

- (a) Operator shall have complied with, fulfilled and performed in all material respects each covenant, term, and condition to be complied with, fulfilled or performed by it hereunder.
- (b) No judgment, order, writ, injunction, decree, ruling or other similar command shall have been entered by, and no governmental or other action, suit, claim, investigation or proceeding shall be pending or threatened before, any court, applicable governmental authority, or other public or private body or person, challenging the legality, validity or propriety of, or otherwise relating to, this Facilities Transfer Agreement or the Property.
- (c) At the time of Closing Operator shall (i) be an entity in good standing under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; (ii) be a duly organized and validly existing corporation under the laws of Indiana; (iii) have executed Agreement for the School to be an Innovation Network Charter School in the Building; and (iv) have a Charter for the School in good standing with the Authorizer, as defined in the Agreement.

1.10 Closing Costs. Operator shall be responsible for the premium for any owner's policy of title insurance, any lender's policy of title insurance, any endorsements to the owner's policy of title insurance, the cost of recording the deed, and any escrow closing fees charged by the Title Insurer. Each Party shall be responsible for its own attorneys' fees.

Article II: GENERAL AND MISCELLANEOUS PROVISIONS

2.01 Entire Agreement. This Facilities Transfer Agreement shall not alter the terms and conditions of the Agreement between the Parties to which this Facilities Transfer Agreement is incorporated as Exhibit A. This Facilities Transfer Agreement, including any Exhibits, which are incorporated herein, constitutes the entire Facilities Transfer Agreement between the Parties with respect to the matters addressed herein, and this Facilities Transfer Agreement supersedes all prior

discussions and agreements, whether oral or written, regarding the subject matter of this Facilities Transfer Agreement.

2.02 Applicable Law. Both Parties shall perform their obligations under this Facilities Transfer Agreement in compliance with all laws and regulations that apply to ECS and the Operator, as may be amended from time-to-time (collectively, “Applicable Law”).

2.03 Jurisdiction and Venue. Each Party consents and submits to the jurisdiction of the state and federal courts located in the State of Indiana for purposes of any action, suit, or proceeding arising out of or relating to this Facilities Transfer Agreement and agrees that exclusive venue for any action, suit, or proceeding arising out of or relating to this Facilities Transfer Agreement shall be in the state or federal courts located in Elkhart County, Indiana.

2.04 Governing Law. The laws of the State of Indiana, without regard to its conflict of laws provisions, will govern this Facilities Transfer Agreement, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this Facilities Transfer Agreement.

2.05 Environmental. ECS shall be solely responsible for the violation of Hazardous Materials Laws caused by ECS or its employees, agents or contractors on or before the Closing Date. Operator shall be solely responsible for the violation of Hazardous Materials Laws caused by Operator or its employees, agents or contractors. The term Hazardous Materials means and includes, without limitation, any flammable explosives, radioactive materials, asbestos, organic compounds considered to be hazardous (including those organic compounds known as polychlorinated biphenyls), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, as such substances are defined or included in the definition of “hazardous substances,” “hazardous wastes,” “extremely hazardous wastes,” “hazardous materials,” or “toxic substances” under the Hazardous Materials Laws. The term Hazardous Materials Laws shall mean and include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act and the Safe Drinking Water Act, as the same may be amended from time to time, as well as any similarly related federal, state and local laws and ordinances, and regulations now or hereafter adopted or promulgated pursuant thereto. ECS’ obligations under this Section shall survive the Closing of this Agreement.

2.06 Force Majeure. In the event that ECS or Operator (except with respect to the payment of any monetary obligation) is delayed, hindered in, or prevented from doing or performing any act or thing related to the Facilities required by this Agreement by reason of strikes, lock-outs, casualties, Acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war, or other causes beyond the reasonable control of such Party, then such Party shall not be liable or responsible for any such delays, and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

2.07 Termination by Mutual Written Consent. This Facilities Transfer Agreement may only be terminated by mutual written consent of both Parties, without penalty to either Party, with such termination to be effective at such time, and upon such other terms, as set forth in such written consent.

2.08 Counterparts, Facsimile Transmissions. This Facilities Transfer Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one Facilities Transfer Agreement.

2.09 Official Notices. All notices and other communications required by the terms of this Facilities Transfer Agreement must be in writing and sent to the Parties hereto at the addresses set forth below. Unless otherwise agreed in writing by the receiving Party, notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; (iii) electronic mail if sent to the email address set forth below; or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given two (2) business days after mailing as described in clauses (i) and (ii) above, on the date of personal delivery, or on the date of email transmission if on a business or school day during normal business hours (or, if not, the next succeeding business day). The addresses of the Parties are:

For ECS: The Board Trustees of Elkhart Community Schools
 Attention: Michele Riise
 2720 California Road
 Elkhart, IN 46517

For Operator: Ashley Molyneaux
 Head of Schools
 Premier Arts Academy
 2721 Prairie Street
 Elkhart, IN 46517

With a copy to: Heather D. Harris
 Partner
 Barnes & Thornburg
 11 S. Meridian Street
 Indianapolis, IN 46204

2.10 Assignment. Except as expressly provided in this Facilities Transfer Agreement, neither Party may assign or delegate any rights or obligations under this Facilities Transfer Agreement without the prior written consent of the other Party, which may be withheld at each Party's sole discretion.

2.11 Amendment. This Facilities Transfer Agreement may not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

2.12 Waiver. No waiver of any provision of this Facilities Transfer Agreement will be effective unless made in writing, no waiver of any breach of any provision of this Facilities Transfer

Agreement shall be held as a waiver of any other or subsequent breach, and no waiver shall constitute a waiver of any other provision of this Facilities Transfer Agreement unless otherwise expressly stated.

2.13 Severability. So long as the economic and legal substance of this Facilities Transfer Agreement is not materially affected, the Parties agree that if any provision of this Facilities Transfer Agreement or any construction or application of any provision of this Facilities Transfer Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, then such provision shall be deemed stricken, the validity of all the remaining provisions of the Facilities Transfer Agreement shall not be affected, and the rights and obligations of each of the Parties shall be construed and enforced as if the Facilities Transfer Agreement did not contain such stricken provision.

2.14 Successors and Assigns. This Facilities Transfer Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

2.15 No Third-Party Rights. This Facilities Transfer Agreement is made for the sole benefit of the Parties and their respective successors and permitted assigns. No person or entity who is not a Party to this Facilities Transfer Agreement shall have, or be deemed to have, any rights under this Facilities Transfer Agreement or any relationship with either of the Parties by virtue of this Facilities Transfer Agreement, including without limitation any relationship in the nature of a third-party beneficiary or fiduciary.

2.16 Headings and Captions. The headings and captions appearing in this Facilities Transfer Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Facilities Transfer Agreement.

2.17 Attorneys' Fees. In addition to any other remedy provided for herein, the predominantly non-prevailing party in any litigation arising out of or relating to this Facilities Transfer Agreement shall pay all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the predominantly prevailing party in successfully enforcing any covenant or obligation imposed by this Facilities Transfer Agreement against, or collecting any amounts payable under or pursuant to this Facilities Transfer Agreement from, the predominantly non-prevailing party in such litigation.

2.18 Remedies Cumulative. The remedies of ECS and Operator provided herein shall be cumulative, and none of them shall be construed as exclusive of any other or of any remedy provided herein.

2.19 Construction. Whenever a word appears herein in its singular form, such word shall include the plural and vice versa; and the neuter gender shall include the masculine and feminine genders. Use of the words "including", "such as", or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, terms or matter. This Facilities Transfer Agreement shall be construed without reference of titles of Articles or Sections, which are inserted for reference only.

2.20 Due Authorization. The persons executing this Facilities Transfer Agreement on behalf of Operator covenant and represent that Operator is authorized to conduct business in the State of Indiana. Operator and ECS covenant and represent that the person, partner or member executing this Facilities Transfer Agreement on behalf of such party is duly authorized to sign and deliver this Facilities Transfer Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

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

PREMIER ARTS, INC.

By: _____

Name: _____

Title: BOARD CHAIR

BOARD OF TRUSTEES,
ELKHART COMMUNITY SCHOOLS

By: _____

Name: _____

Title: President

By: _____

Name: _____

Title: Secretary

EXHIBIT B

Legal Description of the Land

PARCEL I: (Tax IDs 20-02-22-351-012.000-026, 20-02-22-351-013.000-026, 20-02-22-351-014.000-026 and 20-02-22-351-015.000-026)

Lots 6, 7, 8 and 9 in Gorden's Osolo School Subdivision in Osolo Township, Elkhart County, Indiana, as per plat thereof recorded in Plat Book 7, Page 55 in the Office of the Recorder of Elkhart County, Indiana.

PARCEL II: (Tax ID 20-02-22-351-016.000-026)

That part of the Southwest Quarter of the Southwest Quarter of :Section 22, Township 38 North, Range 5 East, Osolo Township, Elkhart County, Indiana, described as:

Beginning at the Southwest corner of said Section 22; thence North on the West line of said Section 22 a distance of 469.80 feet; thence Easterly parallel to the South line of said Section 22, 248.0 feet; thence North parallel to the West line of said Section 22, 104.20 feet; thence Easterly parallel with the South line of said Section 22, 169.17 feet to the West line of Gorden's Osolo School Subdivision (also the Southwest corner of Lot 6 of said subdivision); thence Northerly on said West line a distance of 360.00 feet, more or less, to the North line of Lot 9 of said subdivision; thence East on said North line 341.5 feet to the East line of said Gorden's Osolo School Subdivision; thence Southerly on said East line 360 feet to the Southeast line of Lot 6 in said subdivision; thence continuing Southerly 574.9 feet, more or less, to the South line of the Southwest Quarter of said Section 22; thence Westerly on said South line 759.20 feet to the place of beginning.

EXCEPTING THEREFROM, that part of the Southwest quarter of Section 22 described as follows:

Commencing at a point on the South line of said quarter section; said point being the Southwest corner of Section 22; thence due North 25 feet; thence South 88 degrees 27 minutes 50 seconds East, parallel with the centerline of County Road 6 (Line "A") as established and designated on County Highways Plans for Project No. 7601, 20 feet to the Point of Beginning of this description; thence continuing South 88 degrees 27 minutes 50 seconds East, 239.86 feet; thence South 88 degrees 06 minutes 30 seconds East, parallel with the centerline of County Road 6, 499.34 feet to the East line of the property described in Deed Record 141, Page 580, and Deed Record 184, Page 357; thence Northerly 24.3 feet along the East line of said property; thence North 88 degrees 33 minutes 50 seconds West, 275.2 feet; thence South 89 degrees 26 minutes 40 seconds West, 392.59 feet; thence North 45 degrees 33 minutes 20 seconds West, 70.71 feet; thence due North 220.49 feet; thence North 88 degrees 27 minutes 50 seconds West, 20 feet; thence due South 275 feet to the Point of Beginning; containing 11.14 acres, more or less.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (4-10) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Kelly Blair-Kinkaide
2. Title or Position with Governmental Entity: Assistant Principal at Elkhart Area Career Center
3. a. Governmental Entity: Elkhart Community Schools
b. County: Elkhart
4. This statement is submitted (check one):
 - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): Jeff Kinkaide (spouse)
6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Jeff Kinkaide (spouse) is employed by ECS as a Building Services Supervisor

- The compensation earned by my spouse as a supervisor with ECS contributes to my family's household income.

(Attach extra pages if additional space is needed)

- Elkhart Community Schools and having the power to appoint
(Name of Governmental Entity)

	Board President
	Board Vice President
	Board Secretary
Elected Official	Office

- Date Submitted (month, day, year) Date of Action on Contract or Purchase (month, day, year)

- Signed: Kelly Blair-Kentide
(Signature of Public Servant)

Date (month, day, year): June 15, 2026

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room B418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (4-10) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Kelly Carmichael

2. **Title or Position with Governmental Entity:** Principal of Cleveland Elementary

3. a. **Governmental Entity:** Elkhart Community Schools
b. **County:** Elkhart
4. **This statement is submitted (check one):**
 - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Claire Carmichael (daughter)

6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Claire Carmichael (daughter) is employed by ECS as a substitute.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

The compensation earned by my daughter as a substitute with ECS contributes to my family's household income.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the Board of School Trustees of
(Title of Officer or Name of Governing Body)

Elkhart Community Schools and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Board President

Board Vice President

Board Secretary

Elected Official

Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed:

(Signature of Public Servant)

Date (month, day, year):

6/12/26

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (4-10) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Leslie Crothers-Wood

2. **Title or Position with Governmental Entity:** Assistant Director of Human Resources

3. a. **Governmental Entity:** Elkhart Community Schools
b. **County:** Elkhart

4. **This statement is submitted (check one):**
 - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Mark Wood (Technical Assistant at Career Center)

6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Mark Wood (spouse) is employed by ECS as a technical Assistant.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

The compensation earned by my spouse as a TA with ECS contributes to my family's household income.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the _____ Board of School Trustees _____ of
(Title of Officer or Name of Governing Body)

Elkhart Community Schools _____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Board President

Board Vice President

Board Secretary

Elected Official

Office

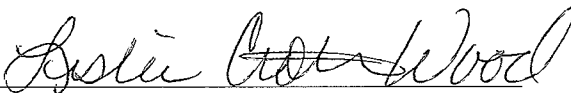
9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed:


(Signature of Public Servant)

Date (month, day, year):

6/12/2026

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (4-10) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44-1-3

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The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Lacey Curry

2. **Title or Position with Governmental Entity:** Director of Counseling

3. a. **Governmental Entity:** Elkhart Community Schools
b. **County:** Elkhart
4. **This statement is submitted (check one):**
 - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Brent Curry (spouse)

6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Brent Curry is employed by ECS as a teacher/middle school activities director.

- The compensation earned by my spouse as a teacher with ECS contributes to my family's household income.

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

Elkhart Community Schools _____ and having the power to appoint
(Name of Governmental Entity)

Elected Official	Office
	Board President
	Board Vice President
	Board Secretary

- Date Submitted (*month, day, year*) _____ Date of Action on Contract or Purchase (*month, day, year*) _____

- Signed: _____
(Signature of Public Servant)

Date (*month, day, year*): _____

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

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STATE BOARD OF ACCOUNTS

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The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Scott Garner

2. **Title or Position with Governmental Entity:** Assistant Principal at North Side Middle School

3. a. **Governmental Entity:** Elkhart Community Schools
b. **County:** Elkhart
4. **This statement is submitted (check one):**
 - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Kimberly Garner (teacher at Feeser)

6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Kimberly Garner (teacher) is employed by ECS as a teacher

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

The compensation earned by my spouse as a teacher with ECS contributes to my families household income.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the Board of School Trustees of
(Title of Officer or Name of Governing Body)

Elkhart Community Schools and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Board President

Board Vice President

Board Secretary

Elected Official

Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____

(Signature of Public Servant)

Date (month, day, year): _____

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



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The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Anthony Gianesi
2. **Title or Position with Governmental Entity:** Director of Building Services
3. a. **Governmental Entity:** Elkhart Community Schools
b. **County:** Elkhart
4. **This statement is submitted (check one):**
 - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Kerry Gianesi (spouse)
6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Kerry Gianesi is employed by ECS as a teacher.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

The compensation earned by my spouse as a teacher with ECS contributes to my family's household income.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the Board of School Trustees of
(Title of Officer or Name of Governing Body)

Elkhart Community Schools and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Board President

Board Vice President

Board Secretary

Elected Official

Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed:

(Signature of Public Servant)

Date (month, day, year):

7.7.2026

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



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The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Bryan Hammontree

2. Title or Position with Governmental Entity: _____

3. a. Governmental Entity: Elkhart Community Schools
b. County: Elkhart
4. This statement is submitted (check one):
 - a. _____ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): Amber Hammontree (spouse)

6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Amber Hammontree (spouse) is employed by ECS as a teacher.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

The compensation earned by my spouse as a teacher with ECS contributes to my family's household income.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the _____ Board of School Trustees _____ of
(Title of Officer or Name of Governing Body)

Elkhart Community Schools _____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Board President

Board Vice President

Board Secretary

Elected Official

Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____

(Signature of Public Servant)

Date (month, day, year): _____

6/15/20

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



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The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. Name and Address of Public Servant Submitting Statement: DJ Rhoades
2. Title or Position with Governmental Entity: Director of Technology Services
3. a. Governmental Entity: Elkhart Community Schools
b. County: Elkhart
4. This statement is submitted (check one):
a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): LaTisha Rhoades (teacher)
6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
LaTisha Rhoades is a teacher at Pierre Moran

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

The compensation earned by my spouse as a teacher with ECS contributes to my family's household income.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the Board of School Trustees of
(Title of Officer or Name of Governing Body)

Elkhart Community Schools and having the power to appoint
(Name of Governmental Entity)

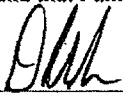
the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____	<u>Board President</u>
_____	<u>Board Vice President</u>
_____	<u>Board Secretary</u>
Elected Official	Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

_____ Date Submitted (month, day, year) _____ Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: 
(Signature of Public Servant)

Date (month, day, year): June 12, 2026

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

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Indiana Code 35-44-1-3

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The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Phil Shults
2. Title or Position with Governmental Entity: Executive Principal Elkhart High School
3. a. Governmental Entity: Elkhart Community Schools
b. County: Elkhart
4. This statement is submitted (check one):
 - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): Mollie Shults (spouse)
6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Mollie Shults (spouse) is employed by ECS as a substitute.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

The compensation earned by my spouse as a substitute with ECS contributes to my family's household income.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the Board of School Trustees of
(Title of Officer or Name of Governing Body)

Elkhart Community Schools and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Board President

Board Vice President

Board Secretary

Elected Official

Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed:

(Signature of Public Servant)

Date (month, day, year):

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (4-10) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. Name and Address of Public Servant Submitting Statement: April Walker

2. Title or Position with Governmental Entity: Principal of Monger Elementary

3. a. Governmental Entity: Elkhart Community Schools
b. County: Elkhart
4. This statement is submitted (check one):
 - a. _____ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): Matt Walker (teacher/coach)

6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Matt Walker (spouse) is employed by ECS as a teacher/coach.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

The compensation earned by my spouse as a teacher/coach with ECS contributes to my family's household income.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the Board of School Trustees of
(Title of Officer or Name of Governing Body)

Elkhart Community Schools and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

	Board President
	Board Vice President
	Board Secretary
Elected Official	Office

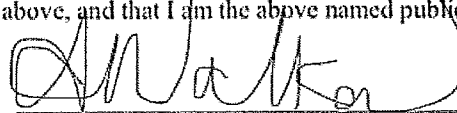
9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed:



(Signature of Public Servant)

Date (month, day, year):

7/7/26

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.