EAST ALLEN COUNTY SCHOOLS
BOARD OF SCHOOL TRUSTEES MEETING

Administration Building
1240 State Road 930 East
New Haven, IN 46774
September 4, 2012 - 6:30 p.m.

AGENDA

I. EXECUTIVE SESSION – None

II. CALL TO ORDER

III. ROLL CALL

IV. PLEDGE OF ALLEGIANCE

V. ADOPTION OF AGENDA

VI. RECOGNITIONS

VII. HEARING OF VISITORS

VIII. APPROVAL OF MINUTES – August 21, 2012 Executive Session
     August 21, 2012 Regular Meeting

IX. INFORMATION ITEMS

X. SUPERINTENDENT COMMUNICATIONS

   1. RQAW – Update on Heritage K-12 Project
   2. City Securities – Update on Lease/Amended Lease

XI. PUBLIC HEARINGS

   1. Proposed Lease – Woodlan K-12 Project
      a. Public Expressions
      b. Adjournment of Public Hearing on Proposed Lease
   2. Proposed Amendment to Lease – Heritage K-12 Project
      a. Public Expressions
      b. Adjournment of Public Hearing on Amendment to Lease
XII. ACTION AGENDA

12-0904-01 Approval of Human Resources Report
12-0904-02 Approval of Financial Reports
12-0904-03 Approval of Meetings and Conferences Requests
12-0904-04 Approve Amendment #1 to Agreement with City of New Haven for School Resource Officer
12-0904-05 Approve Agreement with Fort Wayne Philharmonic
12-0904-06 Adopt Resolution to Transfer Funds to Textbook Rental Fund
12-0904-07 Adopt Resolutions and Approve Agreement to Carry Forth Refunding of Heritage Lease
12-0904-08 Authorize Bid for the Heritage K-12 Project
12-0904-09 Adopt Resolution Accepting Patron’s Petition and Determining Need for the Woodlan Project
12-0904-10 Adopt Resolution Authorizing Execution of Lease - Woodlan Project
12-0904-11 Adopt Resolution Accepting Patron’s Petition and Determining Need for the Heritage Project
12-0904-12 Adopt Resolution Reapproving Formation of Building Corporation

XIII. NEW BUSINESS

1. School Improvement Plans
2. Title III Language Instruction for Limited English Proficient (LEP) Grant
3. Afternoons Rock Grant
4. PL 108-446, Part B IDEA Grant
5. Section 619, Part B, IDEA Grant

XIV. ITEMS FROM CLOSED SESSION

XV. BOARD DISCUSSION

XVI. ADJOURNMENT

Our mission is to inspire in all students a passion for learning while developing knowledge, skills and character necessary to become responsible contributors to the local and global society.
The Board of School Trustees of East Allen County Schools does hereby certify that it held an Executive Session meeting on August 21, 2012, at 5:30 p.m., at the EACS Administration Building, located at 1240 State Road 930 East, New Haven, IN, and that it discussed no subject matter in such executive session other than the subject matter specified in the notice of such meeting, said subject matter being that checked below:

1. Discussion of strategy with respect to:
   ( ) A. Collective bargaining. (I.C. 5-14-1.5-6.1(b)(2)(A))
   ( ) B. Initiation of litigation or litigation which is either pending or has been threatened specifically in writing. (I.C. 5-14-1.5-6.1(b)(2)(B))
   ( ) C. Implementation of security systems. (I.C. 5-14-1.5-6.1(b)(2)(C))
   ( ) D. Purchase or lease of real property up to the time a contract, option to purchase, or lease is executed by the parties. (I.C. 5-14-1.5-6.1(b)(2)(D))

2. ( ) To receive information about and interview prospective employees. (I.C. 5-14-1.5-6.1(b)(5))

3. With respect to an individual over whom the governing body has jurisdiction:
   ( ) A. To receive information concerning the individual's alleged misconduct. (I.C. 5-14-1.5-6.1(b)(6)(A))
   ( ) B. To discuss, prior to any determination, that individual's status as an employee, student, or independent contractor who is a physician or bus driver. (I.C. 5-14-1.5-6.1(b)(6)(B))

4. ( ) For discussion of records classified as confidential by state or federal statute. (I.C. 5-14-1.5-6.1(b)(7))

5. ( ) To discuss before a placement decision an individual student's abilities, past performance, behavior, and needs. (I.C. 5-14-1.5-6.1(b)(8))

6. ( ) To discuss a job performance evaluation of individual employees (but not discussion of salary, compensation, or benefits of employees during a budget process). (I.C. 5-14-1.5-6.1(b)(9))

7. ( ) To train school board members with an outside consultant about the performance of their role as public officials. (I.C. 5-14-1.5-6.1(b)(11))

8. To consider the appointment of a public official, to:
   ( ) A. Develop a list of prospective appointees. (I.C. 5-14-1.5-6.1(b)(10)(A))
   ( ) B. Consider applications. (I.C. 5-14-1.5-6.1(b)(10)(B))
   ( ) C. Make one (1) initial exclusion of prospective appointees from further consideration. (I.C. 5-14-1.5-6.1(b)(10)(C))

9. ( ) For discussion of the assessment, design, and implementation of school safety and security measures, plans, and systems. (I.C. 5-14-1.5-6.1(b)(3))

10. ( ) Appeal of student expulsion in Case No. ____. (I.C. 5-14-1.5-6.1(1), (6), (7), & (8))

11. (X) For the purpose of discussing strategy regarding school consolidation. (I.C. 5-14-1-5-6.1(b)(2)(E)).


BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, ALLEN COUNTY, INDIANA.

BY: _______________________________ BY: _______________________________

President Secretary
EAST ALLEN COUNTY SCHOOLS
REGULAR MEETING OF THE
BOARD OF SCHOOL TRUSTEES
August 21, 2012 - 6:30 p.m.

Administration Building – Board Room
1240 State Road 930 East
New Haven, IN 46774

CALL TO ORDER
President Janice Witte called the meeting to order at 6:30 p.m.

ROLL CALL

Board
Janice A. Witte, President
Neil S. Reynolds, Vice President
Terry Jo Lightfoot, Secretary
Richard A. Allgeier
William D. Hartman
Alyssa Lewandowski
Stephen L. Terry Sr.

Staff
Dr. Karyle Green, Superintendent
Dr. Michael B. Shaffer, Assistant Superintendent of Instruction
Mr. Kirby Stahly, Assistant Superintendent for Administrative Services
Mrs. Connie DeLong, Executive Director of Special Services
Mr. Chris Hisson, Executive Director of School Management
Mr. William Diehl, Director of Accountability
Mrs. Marilyn Hissong, Director of Curriculum
Ms. Peggy Rohrbacher, Director of Human Resources
Mrs. Tammy Kelly, Public Relations Liaison
Mr. Ronald C. Crosby, President, East Allen Educator’s Association
Mrs. Terri Lortie, President, EACS Custodial Association
Ms. Karen Smith, President, EACS Transportation Association

ADOPTION OF AGENDA

The agenda for August 21, 2012 was adopted as presented, with the addition of addendums to Action Agenda Items 12-0821-01 – Human Resources Report, and 12-0821-02 – Financial Report (Tuition Transfers).

RECOGNITIONS

<table>
<thead>
<tr>
<th>Name</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heritage Jr./Sr. High</td>
<td>Earning Gold Star Counseling Award</td>
</tr>
<tr>
<td>Woodlan Jr./Sr. High</td>
<td>School</td>
</tr>
</tbody>
</table>
HEARING OF VISITORS

None.

APPROVAL OF MINUTES – August 7, 2012 Regular Meeting

INFORMATION ITEMS

None.

SUPERINTENDENT COMMUNICATIONS

<table>
<thead>
<tr>
<th>Speaker</th>
<th>Subject</th>
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</thead>
<tbody>
<tr>
<td>Kirby Stahly</td>
<td>Budget Presentation</td>
</tr>
</tbody>
</table>

ACTION AGENDA

CONSENT MOTION:

12-0821-01 Approval of Human Resources Report
12-0821-02 Approval of Financial Reports
12-0821-03 Approval of Meetings and Conferences Requests
12-0821-04 Adoption of Resolution to Reduce Appropriations Within Capital Projects Fund
12-0821-05 Approval of Selection of Tower Bank as Health Savings Account (HSA) Administrator
12-0821-06 Authorization of Advertisements of 2013 Budgets

Motion: That the Board of School Trustees approve items one through six as presented.

Motion: Allgeier  Second: Hartman  Vote: Aye: 7-0

NEW BUSINESS

1. Bid Heritage K-12 Project
2. Resolution to Transfer Funds – Textbook Rental Fund
3. Agreement to Refinance Currently Outstanding First Mortgage Bonds
4. Amendment to New Haven SRO Agreement
5. Resolution Receiving Patrons’ Petition and Determining Need for Woodlan Project
6. Resolution Authorizing Execution of Lease (Woodlan Project)
7. Resolution Receiving Patrons’ Petition and Determining Need for Heritage Project
8. Resolution Authorizing Execution of Amendment of Lease (Heritage Project)
9. Resolution Re-approving Formation of Building Corporation
10. Resolution to Authorize Refunding of 2003 Bonds
ITEMS FROM CLOSED SESSION

Recommendation:

To approve the Study Proposal by Dr. Robert Boyd, to outline the pros and cons of de-annexation to serve the Board well in its deliberations with lawmakers and citizens of East Allen County Schools.

Motion: Lightfoot  Second: Reynolds  Vote: Aye: 7-0

BOARD DISCUSSION

<table>
<thead>
<tr>
<th>Speaker</th>
<th>Subject(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Terry</td>
<td>Portfolio Schools or De-annexation Study</td>
</tr>
<tr>
<td>Rick Allgeier</td>
<td>Groundbreaking for Woodlan and Heritage</td>
</tr>
<tr>
<td>Alyssa Lewandowski</td>
<td>Startup of School Year</td>
</tr>
<tr>
<td>Janice Witte</td>
<td>Future Meetings in Adams Township</td>
</tr>
</tbody>
</table>

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:45 p.m.

MINUTES      These minutes were taken by Mrs. Julie Labie.

NEXT MEETING The next regular meeting of the Board of School Trustees is scheduled for Tuesday, September 4, 2012 at 6:30 p.m. at the EACS Administration Building, 1240 State Road 930 East, New Haven, IN.

These minutes were approved and adopted by the East Allen County Schools Board of School Trustees on September 4, 2012.

EAST ALLEN COUNTY SCHOOLS
BOARD OF SCHOOL TRUSTEES

________________________________________
Secretary

________________________________________

________________________________________

________________________________________
Action Items
ACTION AGENDA

September 4, 2012

Board Agenda Item 12-0904-01

APPROVAL OF HUMAN RESOURCES REPORT

Background:
The State of Indiana requires the Board of School Trustees to approve employment, increase in employed time, reemployment, reduction in employed time, request for leave of absence, request for retirement, and termination of staff.

Recommendation:
That the Board of School Trustees approves the personnel actions listed on the attached report.

Karyle M. Green
Superintendent of Schools

Prepared: Peggy Rohrbacher
Approved: Peggy Rohrbacher
Budget: Kirby Stahly
Legal: 

______________________________

______________________________
### Classified New Hires

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hoar, Martha</td>
<td>Paraprofessional-Meadowbrook El.</td>
<td>8/27/2012</td>
</tr>
<tr>
<td>King, Germarcus</td>
<td>CRT-Prince Chapman Academy</td>
<td>8/30/2012</td>
</tr>
</tbody>
</table>

### Classified Terminations

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Date</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>McCreary, Deborah</td>
<td>Food Service-Leo Jr/Sr High</td>
<td>11/1/2012</td>
<td>Retirement</td>
</tr>
<tr>
<td>Roach, Nina</td>
<td>Custodian-New Haven Middle</td>
<td>9/4/2012</td>
<td>Retirement</td>
</tr>
<tr>
<td>Roy, Eileen</td>
<td>Cafeteria Monitor – Leo El</td>
<td>8/24/2012</td>
<td>Termination</td>
</tr>
</tbody>
</table>
ACTION AGENDA

September 4, 2012

Board Agenda Item 12-0904-02

APPROVE CONSOLIDATED REGISTER OF CLAIMS; DISTRIBUTION OF PAYROLL; GIFT AND DONATIONS; AND FINANCIAL STATEMENT

Background:

The State of Indiana requires the Board of School Trustees approve and ratify the payment of all bills and authorize the issuance of checks; distribution of payroll; the acceptance of all gifts and donations; tuition transfers and the financial statement of the Corporation.

Recommendation:

That the Board of School Trustees accepts and/or approves the consolidated register of claims; distribution of payroll, gifts and donations; tuition transfers; and the financial statement.

Karyle M. Green
Superintendent of Schools

Prepared: Kirby Stahly

Approved: Kirby Stahly

Budget: Kirby Stahly

Legal: __________________________
FINANCIAL SUMMARY REPORT
REGULAR BOARD MEETING
TUESDAY, SEPTEMBER 4, 2012

ACCOUNTS PAYABLE VOUCHER INFORMATION

Vendor Claims 272208-272372

Total Amount $465,912.10

DONATIONS, GIFTS, AND EXTRACURRICULAR EXPENDITURES

DONATIONS

Leo Jr./Sr. High School requests Board approval to accept a donation in the amount of $300.00, from Senator and Mrs. Richard Worman. These funds are to be divided evenly ($100.00 each) between each of the following departments – Athletic, Band, and Choral Departments.

GIFTS

Prince Chapman Academy requests Board approval to accept a donation of twenty-seven (27) Epson Work Force 485 scanners, from B.F Goodrich. The scanners will be used by teachers.
ACTION AGENDA

September 4, 2012

Board Agenda Item 12-0904-03

APPROVAL OF MEETINGS AND CONFERENCES REQUESTS

**Background:**

Employees of the East Allen County Schools participate in professional development opportunities that correspond to the goals and mission of our district’s curricular program. Prior to the expenditures established through Board policy, it is required that the Board of School Trustees approve all requests to attend meetings and conferences.

**Recommendation:**

That the Board of School Trustees approves the Meetings and Conferences Requests in the attached report.

Karyle M. Green
Superintendent of Schools

Prepared: Robin Amstutz
Approved: Karyle Green
Budget: 
Legal: 

### Meetings and Conferences

The following meetings and/or conference requests are information items, which are to be made a part of the Board minutes:

#### September 4, 2012

<table>
<thead>
<tr>
<th>Date</th>
<th>Attendee(s)</th>
<th>Building</th>
<th>Conference/Location</th>
<th>Backup Information/Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 25 – 26, 2012</td>
<td>Jillian DePew</td>
<td>LEHS</td>
<td>IDOE Content Review (ECA), Indianapolis</td>
<td>Released time</td>
</tr>
<tr>
<td>August 22, 2012</td>
<td>Ryan Martin</td>
<td>HEHS</td>
<td>Title 1, PHLC</td>
<td>Released time, 412-22120-110-0070</td>
</tr>
<tr>
<td>August 22, 2012</td>
<td>Alicia Hakes</td>
<td>NHHS</td>
<td>SIP Meeting, PHLC</td>
<td>Released time</td>
</tr>
<tr>
<td>August 22, 2012</td>
<td>Chris Bennett, John Filutze</td>
<td>PHJH</td>
<td>IDOE Turnaround, PHLC</td>
<td>Released time, 411-11300-130-0073</td>
</tr>
<tr>
<td>August 22, 2012</td>
<td>Danielle Newman, Audrey Wright</td>
<td>PHJH</td>
<td>IDOE Turnaround, PHLC</td>
<td>Released time</td>
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<tr>
<td>August 22, 2012</td>
<td>Michelle Fuellling</td>
<td>PCA</td>
<td>IDOE PL221 Compliance, PHLC</td>
<td>Released time, PM, 411-22120-110-0064</td>
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<tr>
<td>August 22, 2012</td>
<td>Amanda Walsh</td>
<td>SOEL</td>
<td>SIT, PHLC</td>
<td>Released time, AM, 411-11100-130-0057</td>
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<tr>
<td>August 23, 2012</td>
<td>Jessica Thompson</td>
<td>PCA/PHJH</td>
<td>IDOE Meeting, PHLC</td>
<td>Released time, 411-11300-130-0073</td>
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<tr>
<td>August 24, 2012</td>
<td>Jason Grandliefard</td>
<td>HEHS</td>
<td>Indiana Career Explorer Training, Indianapolis</td>
<td>Released time</td>
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<tr>
<td>August 28, 2012</td>
<td>Ryan Clark</td>
<td>LEHS</td>
<td>AP Literature Court Development, Online</td>
<td>Released time, registration, 311-12110-31900-0014</td>
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<tr>
<td>August 28, 2012</td>
<td>Thom Dawson</td>
<td>NHHS</td>
<td>AP English Poetry On-line Seminar, Online</td>
<td>Released time, registration, 311-12110-31900-0015</td>
</tr>
<tr>
<td>September 4, 2012</td>
<td>Ed Mendoza, Michael Shaffer</td>
<td>STSV</td>
<td>LEA Workday PBIS Indiana, Indianapolis</td>
<td>Released time</td>
</tr>
<tr>
<td>September 5, 2012</td>
<td>Carol Smith</td>
<td>ADMN</td>
<td>Region 8 Meetings, Decatur</td>
<td>Released time, mileage, 080-31200-61100-0650</td>
</tr>
<tr>
<td>September 10 – 14, 2012</td>
<td>Ina Guenin, Holly Laurent, Heather Sorg, Natalie Wells</td>
<td>PCA</td>
<td>Eight Step Continuous Improvement, PHLC</td>
<td>Released time, 684-22120-31200-0015</td>
</tr>
<tr>
<td>September 10 – 14, 2012</td>
<td>Alicia Fitch, Thelma Green, Megan Somers, Lela Warren</td>
<td>PCA</td>
<td>Eight Step Continuous Improvement, PHLC</td>
<td>Released time</td>
</tr>
<tr>
<td>September 12, 2012</td>
<td>Nicole Singer</td>
<td>WOHS</td>
<td>Gang Update Meeting NE IN, Fort Wayne</td>
<td>Released time</td>
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<tr>
<td>September 13, 2012</td>
<td>Lindsey Franz</td>
<td>SPSV</td>
<td>Special Needs iPad Training, Indianapolis</td>
<td>Released time</td>
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<tr>
<td>September 17 – 21, 2012</td>
<td>Tamyra Kelly</td>
<td>ADMN</td>
<td>Basic Restorative Practice Training, Tennessee</td>
<td>Released time, registration, lodging, meals, mileage, 684-22120-31200-0015</td>
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<td>Date</td>
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<tr>
<td>September 20, 2012</td>
<td>Marilyn Hissong</td>
<td>PHLC</td>
<td>Meet with Region 8 ESC’s Curriculum Council, Decatur &amp; Fort Wayne</td>
<td>Released time, PM</td>
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<tr>
<td>September 21, 2012</td>
<td>Marilyn Hissong</td>
<td>PHLC</td>
<td>Strategies and Interventions for iRead-3 Success, Decatur</td>
<td>Released time, registration, mileage, 010-25400-58000-0004</td>
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<td>October 3, 2012</td>
<td>Kay Parnin</td>
<td>NHHS</td>
<td>Gordon’s Food Show, Michigan</td>
<td>Released time, mileage, 080-31200-61500-0072</td>
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<td>October 3, 2012</td>
<td>Karen Schumm</td>
<td>NHMS</td>
<td>GFS Fall Food Show, Michigan</td>
<td>Released time, mileage, 080-31200-61500-0060</td>
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<td>October 4, 2012</td>
<td>Janelle Pollard</td>
<td>HEEEL</td>
<td>Conference on Youth, Fort Wayne</td>
<td>Released time, registration, 010-25400-58000-0004</td>
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<td>October 4, 2012</td>
<td>Joyce Gaines-Reese</td>
<td>PCA</td>
<td>Conference on Youth, Fort Wayne</td>
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<td>October 4, 2012</td>
<td>Janell Carswell</td>
<td>PHLC</td>
<td>Conference on Youth, Fort Wayne</td>
<td>Released time, registration, 010-25400-58000-0004</td>
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<td>October 4, 2012</td>
<td>Debbie Gibson, Ed Mendoza, Jeff Studebaker</td>
<td>STSV</td>
<td>Conference on Youth, Fort Wayne</td>
<td>Released time, registration, 010-25400-58000-0004</td>
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<td>October 4 – 9, 2012</td>
<td>Chris Hall, Mike Shirey</td>
<td>HEHS</td>
<td>NJHA Convention/For Program Improvement SAE/FFA, Wisconsin</td>
<td>Released time, registration, lodging, meals, misc., 010-11410-580-0070, 010-11410-58001-0070</td>
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<tr>
<td>October 5, 2012</td>
<td>Deborah Carper</td>
<td>LEHS</td>
<td>Gordon’s Fall Food Show, Michigan</td>
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<tr>
<td>October 10, 2012</td>
<td>Nicole Singer</td>
<td>WOHS</td>
<td>Gang Update Meeting NE IN, Fort Wayne</td>
<td>Released time</td>
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<tr>
<td>October 11, 2012</td>
<td>Natalie Drummond</td>
<td>SOEL</td>
<td>PBIS Training, Fort Wayne</td>
<td>Released time</td>
</tr>
<tr>
<td>October 12, 2012</td>
<td>Natalie Drummond</td>
<td>SOEL</td>
<td>PBIS Training, Fort Wayne</td>
<td>Released time</td>
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<tr>
<td>October 19, 2012</td>
<td>Marilyn Hissong</td>
<td>PHLC</td>
<td>Meet with Region 8 ESC’s Curriculum Council, Decatur &amp; Fort Wayne</td>
<td>Released time, PM</td>
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<tr>
<td>October 23 – 27, 2012</td>
<td>Chris Hall, Michael Shirey</td>
<td>HEHS</td>
<td>National FFA Convention, Indianapolis</td>
<td>Released time, registration, lodging, meals, misc., 010-11410-580-0070, 010-11410-58001-0070</td>
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<td>October 25 – 27, 2012</td>
<td>Carol Smith</td>
<td>ADMN</td>
<td>ISNA State Conference, Fort Wayne</td>
<td>Released time, registration, meals, mileage, 080-31200-61100-0650</td>
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<td>November 7, 2012</td>
<td>Carol Smith</td>
<td>ADMN</td>
<td>Region 8 Meetings, Decatur</td>
<td>Released time, mileage, 080-31200-61100-0650</td>
</tr>
<tr>
<td>November 12 – 15, 2012</td>
<td>Marilyn Hissong</td>
<td>PHLC</td>
<td>The Daily Café – Daily 5 Workshop, Nevada</td>
<td>Released time, registration, lodging, airfare, meals, misc., 010-25400-58000-0004</td>
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<tr>
<td>Date/Year</td>
<td>Name</td>
<td>Location</td>
<td>Event</td>
<td>Released time</td>
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<tr>
<td>November 14, 2012</td>
<td>Nicole Singer</td>
<td>WOHS</td>
<td>Gang Update Meeting NE IN, Fort Wayne</td>
<td>Released time</td>
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<tr>
<td>November 15, 2012</td>
<td>Natalie Drummond</td>
<td>SOEL</td>
<td>PBIS Training, Fort Wayne</td>
<td>Released time</td>
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<tr>
<td>November 16, 2012</td>
<td>Marilyn Hissong</td>
<td>PHLC</td>
<td>Meet with Region 8 ESC's Curriculum Council, Decatur &amp; Fort Wayne</td>
<td>Released time, PM</td>
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<tr>
<td>December 12, 2012</td>
<td>Nicole Singer</td>
<td>WOHS</td>
<td>Gang Update Meeting NE IN, Fort Wayne</td>
<td>Released time</td>
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<tr>
<td>December 12, 2012</td>
<td>Natalie Drummond</td>
<td>SOEL</td>
<td>PBIS Training, Fort Wayne</td>
<td>Released time</td>
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<tr>
<td>December 21, 2012</td>
<td>Marilyn Hissong</td>
<td>PHLC</td>
<td>Meet with Region 8 ESC's Curriculum Council, Decatur &amp; Fort Wayne</td>
<td>Released time, PM</td>
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<tr>
<td>January 9, 2013</td>
<td>Carol Smith</td>
<td>ADMN</td>
<td>Region 8 Meetings, Decatur</td>
<td>Released time, mileage, 080-31200-61100-0650</td>
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<td>January 18, 2013</td>
<td>Marilyn Hissong</td>
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<td>Released time, PM</td>
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ACTION AGENDA

September 4, 2012

Board Agenda Item 12-0904-04

APPROVE AMENDMENT #1 TO AGREEMENT WITH CITY OF NEW HAVEN FOR SCHOOL RESOURCE OFFICER

Background:

The City of New Haven and East Allen County Schools entered into a three-year Agreement (November 2009) for a School Resource Officer (SRO) stationed at New Haven High School. The length of time was for three years and the notification for termination was established at 90 days. This amendment calls for reducing the agreement to one year period of time and the notification period for termination at 30 days by either party.

Recommendation:

That the East Allen County Schools' Board of School Trustees approves Amendment #1 to the Inter-Local Agreement between the City of New Haven, Indiana and East Allen County Schools Corporation executed in November of 2009.

Karyle M. Green
Superintendent of Schools

Prepared: Rose Fritzinger

Approved: Kirby Stahly

Budget:

Legal:
AMENDMENT NO. 1 TO THE
INTER-LOCAL AGREEMENT BETWEEN
CITY OF NEW HAVEN, INDIANA
AND
EAST ALLEN COUNTY SCHOOLS CORPORATION
APPROVED NOVEMBER 24, 2009

By Agreement of the parties, the Inter-local Agreement between the City of New Haven, Indiana and the East Allen County Schools Corporation is hereby amended to read as follows:

1. DURATION/TERMINATION: This Inter-local Agreement shall take effect August 14, 2012 and shall be effective for a one year term. This Agreement shall automatically renew for successive one year periods beginning on August 14 of each successive year unless terminated as set forth below.

This Agreement shall terminate upon any of the following conditions:

A. Either party provides a 30 day advance written notice to the other party of its intent to terminate.

B. East Allen County Schools Corporation loses Safe Haven funding for the purpose of providing a New Haven Police Officer at New Haven High School as the School Resource Officer.

This Amendment shall not change any other provisions of the Inter-local Agreement approved November 24, 2009, and all other provisions shall remain in full force and effect.

BOARD OF SCHOOL TRUSTEES FOR
EAST ALLEN COUNTY SCHOOLS CORPORATION

BY: ________________________________

BY: ________________________________

This Amendment shall be in full force and effect from and after its passage and signing by the Mayor and legal publication.

Attest:

Brenda Adams, Clerk-Treasurer

Presented to me by the Presiding Officer of the Common Council for the City of New Haven, Indiana, on this 14th day of August, 2012.

Brenda Adams, Clerk-Treasurer

Approved and signed by me on this 14th day of August, 2012, at 7:20 p.m.

Presiding Officer
ACTION AGENDA

September 4, 2012

Board Agenda Item 12-0904-05

APPROVE CONTRACT WITH FORT WAYNE PHILHARMONIC

Background:

The Fort Wayne Philharmonic Orchestra has partnered with East Allen County Schools for more than ten years to provide additional music experience for elementary students in all of our elementary schools. The Orchestra provides 45 minute musical performances at the school and offers question and answer opportunities after the performance.

Recommendation:

That the Board of School Trustees approves the contract with the Fort Wayne Philharmonic.

Karyle M. Green
Superintendent of Schools
Agreement made this August 17th, 2012, between the Fort Wayne Philharmonic Orchestra Inc. (artist) and the East Allen County Schools (sponsor/presenter), whose address is 1240 SR 930 E, New Haven, Indiana 46774.

It is mutually agreed by and between the parties as follows:

1. The SPONSOR agrees to present the following performance/s or service/s upon all the terms and conditions hereinafter set forth, and agrees to do so upon such terms and conditions.

   ARTIST OR ATTRACTION: See attachment

   THEATRE OR PLACE OF PERFORMANCE/SERVICE: See attachment

   EXACT ADDRESS OF PLACE OF PERFORMANCE/SERVICE: See attachment

   CONTACT PERSON AT PLACE OF PERFORMANCE/SERVICE: Principal

   DATE/S AND TIME/S OF PERFORMANCE/SERVICE: See attachment

2. It is agreed that as full compensation for the services mentioned herein, the SPONSOR will pay the sum of $3726.00. The charges are itemized as follows:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>AMOUNT</th>
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<tr>
<td>Performance Fee (Fall Discount Rate)</td>
<td>$414 x 9 sites</td>
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<tr>
<td>Single Performances after Fall</td>
<td>$488.00 per school</td>
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   TOTAL $3726.00

Method of Payment: by check, payable to the FORT WAYNE PHILHARMONIC, no later than five (5) business days following the performance(s).
3. Requirements to present the abovementioned Performance/Service:

The presenter will ensure a building supervisor will remain with the audience at all times.
The presenter will provide armless chairs for the musicians.

4. There will be no audio or video recording of the performance without prior written consent from the Artist.

FORT WAYNE PHILHARMONIC
Artist

[Signature]
Artist’s Signature
Jeff Hunsinger
General Manager

EAST ALLEN COUNTY SCHOOLS
Presenter

[Signature]
Representative (typed or printed)

[Signature]
Representative’s Signature

08-20-2012
Date

Date
<table>
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<tr>
<th>DATE</th>
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<th>LOCATION</th>
<th>ENSEMBLE</th>
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ADOPT RESOLUTION TO TRANSFER FUNDS
TO TEXTBOOK RENTAL FUND

Background:
School Corporations are authorized to levy the cost of textbooks that are not reimbursed by the State of Indiana for students who were eligible for free or reduced lunches in the previous school year in Debt Services. The unreimbursed amount for EACS was $59,585.74. Indiana Code 20-40-9-7 further allows school districts to transfer the amount levied in Debt Services for unreimbursed textbooks from Debt Services Fund to Textbook Rental Fund.

Recommendation:
That the Board of School Trustees adopts the resolution to transfer $59,585.74 from Debt Services Fund to Textbook Rental Fund

Karyle M. Green
Superintendent of Schools

Prepared: Kirby Stahly
Approved: Kirby Stahly
Budget: Debt Services Fund - $59,585.74'
Legal: IC 20-40-9-7
RESOLUTION TO TRANSFER FUNDS – TEXTBOOK RENTAL FUND

WHEREAS, IC 20-40-9-7, requires school corporations to establish a Debt Service Fund levy for the payment of all unreimbursed costs of textbooks for the school corporation’s students who were eligible for free or reduced lunches in the previous school year. The governing body may transfer the amount levied to cover unreimbursed costs of textbooks to the Textbook Rental Fund.

NOW, THEREFORE BE IT RESOLVED by the Board of School Trustees of East Allen County Schools in Allen County, Indiana, in accordance with the provisions of IC 20-40-9-7, authorize the transfer of $59,585.74 (unreimbursed costs of textbooks) from the Debt Service Fund to the Textbook Rental Fund.

<table>
<thead>
<tr>
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<th>Nays</th>
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Attest: _______________________________  Dated: September 4, 2012

Terry Jo Lightfoot  
Board of School Trustees - Secretary
ACTION AGENDA

September 4, 2012

Board Agenda Item 12-0904-07

ADOPT RESOLUTIONS AND APPROVE AGREEMENT
TO CARRY FORTH REFUNDING OF HERITAGE LEASE

Background:

Under Indiana law, a school corporation may refund bonds of a current lease if a savings is shown. In order to proceed with the refunding and amendment of the Heritage lease, the following items must be approved: 1) Agreement with City Securities to serve as underwriter, 2) Adopt resolution authorizing execution of amendment to the lease for the Heritage project, and 3) Adopt resolution approving refunding and financing documents.

Recommendation:

That the Board of School Trustees approves the agreement with City Securities and adopts the resolution authorizing execution of amendment to the lease for the Heritage project and the resolution approving refunding and financing documents.

Karyle M. Green
Superintendent of Schools

Prepared: Kirby Stahly

Approved: Kirby Stahly

Budget: ______________________________

Legal: ______________________________
August 8, 2012

Board of School Trustees
East Allen County Schools
1240 State Road 930 East
New Haven, Indiana 46774

RE: Agreement to Refinance Currently Outstanding First Mortgage Bonds (the “Agreement”)  

Ladies and Gentlemen:

City Securities Corporation ("CSC") and the Board of School Trustees and School Administration of the East Allen County Schools (the "Governmental Entity"), have been discussing (1) the issuance of refunding bonds by East Allen Multi School Building Corporation (the "Building Corporation" or the "Issuer") (the "Bonds") in an amount that, together with other funds of the Governmental Entity or the Building Corporation, provide sufficient funds to refund all or a portion of the currently outstanding East Allen Multi School Building Corporation First Mortgage Bonds, Series 2003 (the "Refunded Bonds"), and to pay all of the costs related to the issuance of the Refunding Bonds, and (2) the information set forth in the materials previously sent to you and the Board of School Trustees, dated July 11, 2012 and August 7, 2012, (the "Financial Presentation Materials"), in connection with the discussions regarding clause (1) (the matters set forth in clauses (1) and (2), collectively, the "Transaction"). In connection with the Transaction, the Governmental Entity, on behalf of itself and the Building Corporation, has already employed, or will employ, Bond Counsel and Governmental Entity Counsel and now agrees to employ CSC to serve as the underwriter of the Bonds on the terms and conditions set forth in this Agreement and any other terms and conditions mutually agreeable to CSC, the Governmental Entity and the Building Corporation hereafter set forth in writing.

In addition, the Governmental Entity, for and on behalf of itself and the Building Corporation, acknowledges and agrees that (1) all of the members of the Board of School Trustees of the Governmental Entity, as the entity controlling the Building Corporation, and the Superintendent of the Governmental Entity or his/her designee (the “Governmental Entity Representative”) have previously received a copy of the Financial Presentation Materials and reviewed the information contained therein, including, but not limited to the information labeled “Disclaimers,” and (2) all of the information, terms and conditions set forth in the Financial Presentation Materials, including, but not limited to, the information on the pages labeled “Disclaimers” (which pages are also attached hereto as Exhibit A) is incorporated into this Agreement by reference.

This Agreement is based upon the following terms and conditions:

1. The Building Corporation will be the issuer of the Bonds and the lessor of the Facilities to the Governmental Entity.

citysecurities.com
2. The Governmental Entity and Building Corporation will comply with all Indiana laws pursuant to which the Refunded Bonds were issued and I.C. 5-1-5, as amended.

3. In performing its obligations as the underwriter of the Bonds, CSC will: (A) schedule a preliminary budget and time schedule meeting in order to estimate the anticipated debt service savings achieved upon completion of the Transaction and the financing schedule; (B) review all of the Transaction documents provided to CSC by Bond Counsel or Governmental Entity Counsel; (C) assist the Governmental Entity and the Building Corporation in their preparation of a preliminary official statement and a final official statement that describes the Bonds, the Transaction, the Governmental Entity, the Building Corporation, the lease and the trust indenture (the “Official Statement”); (D) assist the Governmental Entity and the Building Corporation in its application for a bond rating (if warranted by market conditions); (E) attend all required Governmental Entity meetings; (F) provide the Governmental Entity and the Building Corporation with generally available market data regarding the tax-exempt bond market and other financial information and analysis in order for the Governmental Entity and the Building Corporation to determine when to sell the Bonds; (G) solicit fee quotes for a trustee and deliver the results and insights on the respondents to the Governmental Entity; (H) participate in the coordination of the financing plan, closing and delivery of Bonds; (I) market the Bonds and underwrite the Bonds at current market rates using a combination of securities that are marketable and minimize interest expense and/or maximize Bond proceeds in a manner consistent with the financing plan of the Transaction established by the Governmental Entity; (J) deliver a copy of the Official Statement to potential purchasers and to each actual purchaser and repository prior to closing and delivery of the Bonds, as required by the SEC and MSRB regulations; (K) certify the actual reoffering yields/prices of the Bonds; and (M) assist the Governmental Entity and Building Corporation in the closing and delivery of the Bonds.

4. CSC will market the Bonds when the following have occurred: (A) CSC successfully completes its “due diligence” investigation of the Governmental Entity, the Building Corporation, the Bonds and the documents securing the Bonds; (B) the Bonds are exempt from registration under all federal and State of Indiana laws; (C) the Building Corporation and the Governmental Entity are in compliance with all of the Indiana laws applicable to the Transaction and all applicable federal disclosure requirements, including specifically SEC Rule 15c2-12, or have recognized their prior non-compliance and made any necessary corrections; and (D) all issues that have arisen with respect to the Transaction are dealt with in a manner mutually satisfactory to the parties to this Agreement.

Upon the successful marketing of the Bonds, CSC will enter into a definitive agreement to purchase the Bonds with the Building Corporation and the Governmental Entity on terms and conditions mutually satisfactory to all of the parties to this Agreement (the “Purchase Agreement”), which terms and conditions will include, but not be limited to, the payment of the typical industry expenses incurred by CSC related to the Bonds.

5. This engagement is subject to the following additional terms and conditions: (A) the Governmental Entity’s and the Building Corporation’s relationship with CSC set forth herein as it relates to the Transaction is exclusive. To that end, neither the Governmental
Entity, the Building Corporation nor any person acting on either entity’s behalf will, directly or indirectly (except through CSC), offer or sell, or solicit any offer to buy, any of the Bonds, or otherwise refinance the Refunded Bonds. The Governmental Entity will promptly refer to CSC all offers, inquiries and proposals relating to any method of funding all or any of the Transaction; (B) the term of this Agreement commences on the date this Agreement is signed by the Governmental Entity and continues until the earlier of (1) the date the Purchase Agreement is executed and delivered by the Building Corporation and the Governmental Entity or (2) August 1, 2013. This Agreement may be terminated at any time by the Governmental Entity or CSC, with or without cause, by written notice to the other party. Clauses 5(F) and 5(G) hereof will survive the expiration or any termination of this Agreement; (C) the Governmental Entity acknowledges that this Agreement in no way constitutes an unconditional commitment by CSC or any of its affiliates to purchase the Bonds from the Building Corporation or to otherwise provide or arrange any refinancing of the Refunded Bonds, and that any such commitment is conditioned upon the execution and delivery by the Building Corporation and the Governmental Entity of the Purchase Agreement and will be subject to the terms and conditions of the Purchase Agreement; (D) the Governmental Entity agrees to furnish CSC all information CSC reasonably requests in connection with the proposed Transaction. The Governmental Entity represents, warrants and agrees that any information provided by the Governmental Entity to CSC, any potential investor, rating agency or bond insurer, or any representative or agent thereof, including any information contained in any Official Statement, will be true, correct and complete in all material respects, and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstance under which they have made, not misleading. The Governmental Entity will notify CSC immediately of the occurrence of any event which results in any such information failing to conform to the preceding representation, warranty and agreement. The Governmental Entity acknowledges that CSC (i) will be using and relying on such information, (ii) will not independently verify such information and (iii) does not assume responsibility for the truth, correctness or completeness of such information; (E) the Governmental Entity acknowledges that other entities with conflicting interests are, or may at any time in the future become, clients of CSC or one or more of its affiliates, and that CSC or one or more of its affiliates may be providing underwriting, placement, financial advisory or other services to such other entities and may receive from such other entities fees for such services. As of the date of this Agreement, CSC is not aware of any such conflicts of interest, payments to third parties or profit sharing with investors existing with respect to the Transaction. To the extent CSC becomes aware of any such payments to third parties, profit sharing with investors or conflicts of interest occurring with respect to the Transaction prior to the issuance of the Bonds, CSC will immediately provide written notice to the Governmental Entity regarding such matters; (F) to the extent permissible by law, the Governmental Entity will indemnify and hold harmless CSC and its shareholders, directors, officers, employees, agents, controlling persons and affiliates (collectively, “Indemnified Parties”) from and against any losses, claims, damages, expenses or liabilities (collectively, “Claims”) any Indemnified Party may incur in any way arising out of or in connection with the proposed Transaction; provided however, that no Indemnified Party will be indemnified against any
Claims that are finally judicially determined to have resulted from (i) any bad faith or willful misconduct of such Indemnified Party or (ii) any settlement entered into by such Indemnified Party without the written consent of the Governmental Entity (which consent will not be unreasonably withheld); (G) this Agreement, together with the information set forth in the Financial Presentation Materials, incorporates the entire understanding of the parties hereto and supersedes all previous agreements between the parties hereto with respect to the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. This Agreement is for the sole and exclusive benefit of the parties hereto and the Indemnified Parties, and nothing in this Agreement gives any holder of any of the Bonds or other person (other than the parties hereto and the Indemnified Parties) any rights, remedies or claims hereunder. To the extent permitted by law, each party hereto waives any right to trial by jury in any proceeding in any way arising out of or relating to this Agreement; and (H) if any provision of this Agreement is invalid or unenforceable, such provision will be treated as severable and will be ineffective only to the extent of such invalidity or unenforceability, and such provision will neither invalidate nor render unenforceable any other provision of this Agreement.

CSC’s fee will be paid solely from Bond proceeds at the time the Bonds are issued in an amount to be established by the parties after the terms and conditions of the Transaction and the types and terms of the Bonds become better established and as subject to the matters set forth in the disclaimers set forth in the Financial Presentation Materials. In the event that the Governmental Entity determines the Governmental Entity and Building Corporation are not able to proceed with the Transaction, the Governmental Entity and the Building Corporation shall be under no obligation to pay any fee to CSC.

Please acknowledge your acceptance of this Agreement by signing and returning one copy to City Securities Corporation. Thank you very much.

Sincerely,

CITY SECURITIES CORPORATION

Rod Wilson
O. Roderick Wilson
Senior Vice President

Accepted this __________ day of __________________, 2012, by
East Allen County Schools

By________________________

Attest:
DISCLAIMERS

The Municipal Securities Rulemaking Board (the “MSRB”) has adopted MSRB Rule G-23 (“G-23”). G-23 prohibits a broker, dealer or municipal securities dealer (each, a “Dealer”) from acting as a Financial Advisor or Municipal Advisor, as defined in Section 15B of the Securities Exchange Act of 1934, as amended, to an issuer of municipal securities on a particular issue of municipal securities and subsequently switching roles to act as an underwriter or placement agent with respect to the same particular issue of municipal securities. MSRB Notice 2011-29 (the “G-23 Notice”) defines “underwritings” to be both (i) the acquisition, either alone or as a participant in a syndicate or other similar account formed for purpose of acquiring an issue of municipal securities, of all or any portion of an issue of municipal securities, directly or indirectly, from the issuer, as principal and (ii) acting as an agent for the issuer in arranging the placement of such issue. Additionally, the MSRB states in the G-23 Notice, “the primary role of an underwriter is to purchase securities in an arm’s-length commercial transaction between the issuer and the underwriter” and, “the underwriter has financial and other interests that differ from those of the issuer.” Furthermore, G-23 states that an underwriter may provide advice concerning the structure, timing, terms, and other similar matters related to the issuance of municipal securities to the extent the underwriter discloses that such advice is provided with respect to the underwriting and not in relation to a financial advisory relationship, as specifically defined in G-23.

The MSRB has also adopted MSRB Rule G-17 (“G-17”). In accordance with MSRB Notice 2012-25 (the “G-17 Notice”), a Dealer, which is involved as the underwriter in the sale of municipal securities on a negotiated basis (the “Underwriter”), is required to provide to the Municipal Entities, as defined in Section 15B of the Securities Exchange Act of 1934, as amended, that are involved in the issuance of such municipal securities the following written disclosures: (a) G-17 requires the Underwriter to deal fairly at all times with both municipal issuers and investors; (b) except in transactions in which a Dealer is acting as placement agent taking on a true agency role with a Municipal Entity and not taking a principal position in the municipal securities being placed, the Underwriter’s primary role in any anticipated purchase and sale of such municipal securities is to purchase the municipal securities with a view to distribution in an arm’s-length commercial transaction with such Municipal Entities, and the Underwriter has financial and other interests that differ from those of such Municipal Entities; (c) unlike a Municipal Advisor, the Underwriter does not have a fiduciary duty to such Municipal Entities under the federal securities laws, and is, therefore, not required by federal law to act in the bests interests of such Municipal Entities without regard to its own financial or other interests; (d) the Underwriter has a duty to purchase such municipal securities from such Municipal Entities at a fair and reasonable price, but must balance that duty with the Underwriter’s duty to sell such municipal securities to investors at prices that are fair and reasonable; and (e) the Underwriter will review the official statement, if such a document exists, for such municipal securities in accordance with, and as a part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the Transaction. Furthermore, under G-17 the Underwriter may not recommend that such Municipal Entities not retain a Municipal Advisor or imply hiring a Municipal Advisor would be redundant because the Underwriter can provide the same services that a Municipal Advisor would.

Accordingly, and in compliance with G-17, G-23, the G-17 Notice and the G-23 Notice, City Securities Corporation (“CSC”) hereby expressly states that: (a) CSC is acting as an underwriter or placement agent under G-17 and G-23 and not as a Financial Advisor or Municipal Advisor in connection with all services proposed and/or provided with respect to any of the matters set forth in the City Securities Corporation Possible Financing Options attached to these disclaimers (the “Financial Presentation Materials”); (b) any services provided by CSC as they relate to its role as underwriter or placement agent should not be construed by anyone to be those provided by a Financial Advisor or Municipal Advisor and such notice, as required under G-23 and the G-23 Notice and described above, is hereby provided; (c) the written disclosures, as required under G-17 and the G-17 Notice and described above with respect to CSC acting as the Underwriter, are hereby provided to each recipient of the Financial Presentation Materials; and (d) it is CSC’s understanding that each Municipal Entity that is involved in the issuance of one or more of the municipal securities identified in the Financial Presentation Materials has consulted, or will consult, with such Municipal Entity’s own legal and financial advisors to the extent such Municipal Entity deemed, or will deem, appropriate in connection with the issuance and sale of any such municipal securities.
EXHIBIT D

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT TO LEASE

(Heritage Project)

WHEREAS, the Board of School Trustees (the "Board") of East Allen County Schools
(the "School Corporation") has previously examined and approved a form of Amendment to
Lease (the "Amendment") proposed by the East Allen Multi School Building Corporation (the
"Building Corporation") on August 7, 2012; and,

WHEREAS, notice of a hearing on the proposed Amendment was given by publication in
the Journal-Gazette and the Fort Wayne News-Sentinel on August 2, 2012, and said hearing has
been held in accordance with said notice; now, therefore,

BE IT RESOLVED by the Board of School Trustees of the East Allen County Schools,
that this Board now finds that the preliminary plans and estimates provide the necessary facilities
for the pupils of the School Corporation and the same now are hereby approved, and the
members of the Board be, and they are hereby authorized and directed to endorse their approval
upon such plans and estimates.

BE IT FURTHER RESOLVED, that the proposed Amendment with the Building
Corporation, as lessor, provides for a fair and reasonable rental and further that the execution of
said Amendment is necessary and wise.

BE IT FURTHER RESOLVED, that the Secretary is authorized and directed to initial
and date a copy of the proposed Amendment and to place the same in the minute book
immediately following the minutes of this meeting, and said Amendment is made a part of this
resolution as fully as if the same were set forth herein.
BE IT FURTHER RESOLVED, that the President and Secretary of the Board be, and they are hereby authorized and directed to execute the aforesaid Amendment on behalf of the School Corporation.

Passed and Adopted this 4th day of September, 2012.

Janice Witte, President
Board of School Trustees

Terry Jo Lightfoot, Secretary
Board of School Trustees
AMENDMENT TO LEASE

BETWEEN

EAST ALLEN MULTI SCHOOL BUILDING CORPORATION

AND

EAST ALLEN COUNTY SCHOOLS

(Heritage Junior/Senior High School)

WHEREAS, East Allen Multi School Building Corporation, an Indiana corporation (the "Lessor"), and East Allen County Schools, a school corporation existing under the laws of the State of Indiana and located in Allen County (the "Lessee"), did heretofore on March 3, 2003, enter into a Lease Agreement (the "Lease") of the real estate described in Exhibit A attached hereto, as authorized by Indiana Code 20-47-3, which Lease was duly recorded in the office of the Recorder of Allen County, Indiana, on June 17, 2003 as Instrument Number 203060287; and

WHEREAS, Lessor and Lessee desire to amend the Lease further to extend the term of the Lease for the Leased Premises and increase the rent payable under the Lease to further renovate and improve Heritage Junior/Senior High School, for the purpose of creating a K-12 campus thereon, as a portion of the Leased Premises; now, therefore,

IT IS AGREED by and between the Lessor and the Lessee that the Lease made and executed between them shall be amended as follows effective with the issuance and delivery by the Lessor of the additional bonds to fund the renovation and improvements contemplated hereby:

1. Section 1 of the Lease is amended by adding at the end thereof new paragraphs as follows:

"Notwithstanding the foregoing, the term of the Lease shall be extended to December 31, 2032, or the final maturity of Lessor's bonds, whichever is the first to occur.

The Lessor agrees to renovate and improve the real estate in Allen County, Indiana, more particularly described in Exhibit A attached hereto, according to the plans and to lease, demise and let the renovation and addition to Lessee.

The above mentioned plans may be changed, additional construction, demolition, renovation or improvement work may be performed and equipment may be acquired by Lessor, but only with the approval of Lessee, and only if such changes or modifications or additional construction, renovation or improvement work or equipment do not alter the character of the building or reduce the value thereof. Any such additional
construction, renovation or improvement work or equipment shall be part of the property covered by this Lease. The above mentioned plans and specifications have been filed with and approved by Lessee."

2. Section 2 of the Lease is amended by adding at the end thereof new paragraphs as follows:

"Notwithstanding the foregoing provisions of this Section 2, the annual lease rental shall be increased by a maximum of $1,450,000 per year beginning upon the later of June 30, 2014, or the completion of the renovation of and improvements to the Leased Premises.

If the completion date is later than June 30, 2014, the additional rental payment due upon completion shall be in an amount calculated at the semi-annual rate from the date of payment to the next June 30 and December 31. Thereafter, rental shall be payable in advance in semiannual installments on June 30 and December 31 of each year.

After the sale of the first mortgage bonds issued to finance the acquisition and renovation of the additional Leased Premises, the annual rental provided for in the paragraph above shall be reduced to an amount equal to the multiple of $1,000 next higher than the sum of principal and interest due on such bonds related to the aforementioned project in each twelve-month period ending on January 15 plus Two Thousand Dollars ($2,000), payable in semiannual installments."

3. After the sale of the aforementioned first mortgage bonds, the lease rentals shall be as shown on an exhibit attached as an addendum to this Amendment.

IT IS HEREBY FURTHER AGREED that all other provisions of the Lease shall remain in effect.

Dated this 4th day of September, 2012.
EAST ALLEN MULTI SCHOOL BUILDING CORPORATION

By: ________________________________

President

Attest:

______________________________

Secretary
EAST ALLEN COUNTY SCHOOLS

By: ______________________________
   President, Board of School Trustees

Attest:

______________________________
Secretary, Board of School Trustees
STATE OF INDIANA    )
                     ) SS:
COUNTY OF ALLEN     )

Before me, the undersigned, a Notary Public in and for said County and State, this 4th day of September, 2012, personally appeared O. Roderick Wilson and James Elizondo, personally known to me to be the President and Secretary, respectively, of East Allen Multi School Building Corporation, and acknowledged the execution of the foregoing Amendment to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

(Written Signature)

(Printed Signature) Notary Public

(Seal)

My commission expires:

My county of residence is:

I/2888255.1
STATE OF INDIANA )
    ) SS:
COUNTY OF ALLEN   )

Before me, the undersigned, a Notary Public in and for said County and State, this 4th day of September, 2012, personally appeared Janice Witte and Terri Jo Lightfoot, personally known to me to be the President and Secretary, respectively, of the Board of School Trustees of East Allen County Schools, and acknowledged the execution of the foregoing Amendment to Lease for and on behalf of said school corporation.

WITNESS my hand and notarial seal.

(Written Signature)

(Printed Signature)  Notary Public

(Seal)

My commission expires:  My county of residence is:

________________________  __________________________
EXHIBIT A

LEGAL DESCRIPTION

The real estate on which Heritage Jr./Sr. High School is located in Allen County, Indiana, and legally described as follows:

Sixty acres of land in the Northeast corner of the Northeast Quarter of Section 17, Township 29 North, Range 14 East the same being there described as follows:

COMMENCEING at the point in the centerline of the Monroeville and Houk Roads and running South from the centerline of said Monroeville Road on the centerline of the Houk Road, a distance of 100 rods and from a point on the centerline of said Houk Road, running thence in a Westerly direction, a distance of 96 rods and from said point running in a Northerly direction to the centerline of the said Monroeville Road, a distance of 100 rods and from said point running Easterly along the centerline of said Monroeville Road, a distance of 96 rods to the Place of Beginning of said described real estate, containing 60 acres of land, more or less.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Jane Neuhauser Herndon, Esquire

This instrument prepared by Jane Neuhauser Herndon, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282-0200.

1/2888255.1
EXHIBIT F

RESOLUTION APPROVING REFUNDING AND FINANCING DOCUMENTS

WHEREAS, the Board of School Trustees (the "Board") of East Allen County Schools (the "School Corporation") previously approved a Lease Agreement bearing the date of March 3, 2003 (the "Lease") between the East Allen Multi School Building Corporation (the "Building Corporation"), as Lessor, and the School Corporation, as Lessee; and

WHEREAS, it is in the best interests of the School Corporation to direct the Building Corporation to take all steps necessary to prepare for an advance refunding which will result in an interest cost savings over the life of the issue and will reduce the total aggregate lease payments due from the School Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the School Corporation approves of the refunding and directs the Building Corporation to work with City Securities Corporation as underwriter, and Ice Miller LLP as bond counsel, to effect the refunding in order to accomplish net savings of at least $300,000.

BE IT FURTHER RESOLVED, that the Amendment to Lease (the "Amendment") between the School Corporation, as lessee, and the Building Corporation, as lessor, submitted to this meeting, be and the same hereby is approved.

BE IT FURTHER RESOLVED, that the Secretary is authorized and directed to initial and date a copy of the proposed Amendment submitted this day to the Board and to place the same in the minute book immediately following the minutes of this meeting, and said Amendment is made a part of this resolution as fully as if same were set forth herein.

BE IT FURTHER RESOLVED, that the Amendment shall be executed by the President and attested by the Secretary.
BE IT FURTHER RESOLVED, that the officers of this School Corporation are hereby authorized on behalf of this School Corporation to approve and execute any certificates and documents on behalf of the School Corporation in connection with the advance refunding of the First Mortgage Bonds, Series 2003 of the Building Corporation.

Passed and Adopted this 4th day of September, 2012.

Janice Witte, President
Board of School Trustees

Terry Jo Lightfoot, Secretary
Board of School Trustees
ACTION AGENDA

September 4, 2012

Board Agenda Item 12-0904-08

AUTHORIZE BID FOR THE HERITAGE K-12 PROJECT

Background:
The Board of School Trustees for East Allen County Schools approved the creation of a K-12 Campus at the Heritage Jr./Sr. High School Campus. RQAW was selected as the architect for this project. Over the past eighteen months RQAW has had numerous meetings and presentations with administration, staff, patrons and Board to develop the plans for the Heritage K-12 Campus Project. The next step in the process is to bid the project.

Recommendation:
That the Board of School Trustees authorizes East Allen County Schools to bid the Heritage K-12 Campus Project.

Karyle M. Green
Superintendent of Schools

Prepared: Kirby Stahly
Approved: Kirby Stahly
Budget:
Legal:
ACTION AGENDA

September 4, 2012

Board Agenda Item 12-0904-09

ADOPT RESOLUTION ACCEPTING PATRON'S PETITION
AND DETERMINING NEED FOR THE WOODLAN PROJECT

Background:
In order for a school corporation to enter into a lease, a petition for the lease must be signed by
at least fifty (50) patrons of the school corporation and filed with the governing body of the
school corporation. The board of trustees must also determine that a need exists for the
improvements at Woodlan. More than fifty (50) patrons have signed a petition requesting
EACS to enter into a lease for the construction, renovation, and improvements to create a K-12
Campus at Woodlan Jr./Sr. High School. The Patron's petition is submitted to the School
Board.

Recommendation:
That the Board of School Trustees adopts the resolution accepting the patron's petition and
determining the need for the Woodlan K-12 project.

Karyle M. Green
Superintendent of Schools

Prepared: Kirby Stahly

Approved: ___________________________

Budget: ____________________________

Legal: IC 20-47-3
EXHIBIT A

PATRONS’ PETITION RESOLUTION

(Woodlan Project)

WHEREAS, a petition in multiple counterparts, signed by more than fifty (50) patrons of East Allen County Schools (the "School Corporation") has been filed with this Board requesting the construction of an addition to and leasing from the East Allen Multi School Building Corporation (the "Building Corporation") of Woodlan Junior/Senior High School; and

WHEREAS, such petition has been carefully considered and investigations have been conducted by this Board, both before and after the filing of said petition; and

WHEREAS, this Board now finds that a need exists for such construction, and that the School Corporation cannot provide the necessary funds to pay the cost of the construction required to meet such need; and

WHEREAS, it is deemed desirable to proceed with the necessary negotiations and all other steps looking toward the construction of such addition by the Building Corporation and the leasing of such facilities to the School Corporation; now, therefore,

BE IT RESOLVED, that the petition of school patrons heretofore filed with this Board is hereby approved.

BE IT FURTHER RESOLVED, that a need exists for the construction of such addition, and that such addition cannot be constructed from sufficient funds available to the School Corporation, and that this Board proceed to take such steps as may be necessary to secure the construction of an addition to and leasing of such school facilities as provided by the Indiana Code Title 20, Article 47, Chapter 3.
Passed and Adopted this 4th day of September, 2012.

Janice Witte, President  
Board of School Trustees

__________________________

Terry Jo Lightfoot, Secretary  
Board of School Trustees
PETITION OF SCHOOL PATRONS
(Woodlan Junior/Senior High School Project)

Counterpart No. 1

To the Board of School Trustees of East Allen County Schools:

We, the undersigned, patrons of the above school corporation, hereby petition said school corporation, or any successor school corporation, to enter into negotiations to obtain the renovation of and improvements to, including the construction of an addition thereon, and to secure, if possible, a lease upon a school building or buildings to be constructed, renovated and improved by East Allen Multi School Building Corporation, an Indiana corporation. We believe that a need exists for such school construction, renovation and improvements, and that East Allen County Schools cannot provide the necessary funds to pay the cost of such school construction, renovation and improvements required to meet the present needs. We urge that action be taken as promptly as possible under Indiana Code, Title 20, Article 47, Chapter 3, to secure the construction, renovation, improvements and leasing of the needed school facilities.

This petition may be circulated in several counterparts and all of said counterparts are to be considered as constituting one petition.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jorient McNeal</td>
<td>3911 E Maple Grove Ave, Ft. Wayne, IN 46806</td>
</tr>
<tr>
<td>George H. Miller</td>
<td>225 A Westport Ave, Woodburn, IN 46181</td>
</tr>
<tr>
<td>George Antes</td>
<td>5618 Thimlar Rd, New Haven, IN 46774</td>
</tr>
<tr>
<td>John Jackson</td>
<td>4118 Proctor Lane, Ft. Wayne, IN 46801</td>
</tr>
<tr>
<td>James A. Davis</td>
<td>7109 Antebellum Dr, Ft. Wayne, IN 46805</td>
</tr>
<tr>
<td>William Moore</td>
<td>2921 Moore Rd, Woodburn, IN 46797</td>
</tr>
<tr>
<td>James Spears</td>
<td>22514 Main St, Woodburn, IN 46797</td>
</tr>
</tbody>
</table>
8. Kateri Denis
   16401 US 24 E, Woodburn

9. Alayna Brown
   22137 Warden Rd, Hartan

10. K. L. Z.
    23012 Woodburn Rd.

11. Candacia Shaver
    8310 Burt Rd E, Woodburn

12. Shanda Belved
    16737 Antwerp Rd, Harlan

13. Beth Strockey

14. Jamie M.

15. Brian Koontz

16. Nate Kever

17. Sarah Brown

18. Lynea Mellen

19. Heather Brame

20. [Signatures]

   4221 Carl St.
   19919 Dawkins Rd, Woodburn, IN

   14716 St Rd 101, Hartan, IN
   46743
VERIFYING AFFIDAVIT  
Counterpart No. 1

STATE OF INDIANA  )
COUNTY OF ALLEN   ) SS:

The undersigned, being first duly sworn, upon his/her oath deposes and says:

That he/she circulated the attached counterpart of the petition addressed to the BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, requesting proceedings to secure the construction, renovation, improvements and leasing from the EAST ALLEN MULTI SCHOOL BUILDING CORPORATION of a school building or buildings under Indiana Code, Title 20, Article 47, Chapter 3; that all of the signatures appearing on the attached counterpart of said petition were affixed in his/her presence and are the true and lawful signatures of the persons signing said counterpart.

\[Signature\]

Subscribed and sworn to before me this 16 day of August, 2012.

\[Signature\]

Notary, 

My Commission Expires: 2/9/2016
My County of Residence: Allen
PETITION OF SCHOOL PATRONS

(Woodlan Junior/Senior High School Project)

Counterpart No. 2

To the Board of School Trustees of East Allen County Schools:

We, the undersigned, patrons of the above school corporation, hereby petition said school corporation, or any successor school corporation, to enter into negotiations to obtain the renovation of and improvements to, including the construction of an addition thereon, and to secure, if possible, a lease upon a school building or buildings to be constructed, renovated and improved by East Allen Multi School Building Corporation, an Indiana corporation. We believe that a need exists for such school construction, renovation and improvements, and that East Allen County Schools cannot provide the necessary funds to pay the cost of such school construction, renovation and improvements required to meet the present needs. We urge that action be taken as promptly as possible under Indiana Code, Title 20, Article 47, Chapter 3, to secure the construction, renovation, improvements and leasing of the needed school facilities.

This petition may be circulated in several counterparts and all of said counterparts are to be considered as constituting one petition.

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Brady Rogers</td>
<td>1008 Praetor Rd, 1718</td>
</tr>
<tr>
<td>Muriel Thomec</td>
<td>6008 Moores Rd, Lot 250</td>
</tr>
<tr>
<td>Linda Gregor</td>
<td>30517 Elden Rd, Woodburn, IN</td>
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<tr>
<td>Ruth Ener</td>
<td>2007 N. River Run, New Haven, IN</td>
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<tr>
<td>Stacey Delagrange</td>
<td>5393 Thulin Rd, New Haven, IN</td>
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<tr>
<td>Heidi Hanson</td>
<td>16415 Sunset Pass, Harlan, IN</td>
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<tr>
<td>Paul J.</td>
<td>16503 Tippy Pass, Harlan, IN</td>
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<td>8</td>
<td>Gil Shen</td>
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<td>9</td>
<td>Kathleen Mallgren</td>
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<td>10</td>
<td>Amy Reisch</td>
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<td>11</td>
<td>Kimberly Wiefeld</td>
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<td>12</td>
<td>Chelsea Miller</td>
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<td>Pedro J. Villar</td>
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<td>14</td>
<td>Tony Cano</td>
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<td>15</td>
<td>Candy Marian</td>
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<td>Anita Collins</td>
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<td>17</td>
<td>Vicki Scheber</td>
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<td>18</td>
<td>Julie Kurtz</td>
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<td>19</td>
<td>Sonia Davila</td>
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<tr>
<td>20</td>
<td>Marc Dougherty</td>
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</table>
VERIFYING AFFIDAVIT
Counterpart No. 2

STATE OF INDIANA )
COUNTY OF ALLEN )
) SS:

The undersigned, being first duly sworn, upon his/her oath deposes and says:

That he/she circulated the attached counterpart of the petition addressed to the BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, requesting proceedings to secure the construction, renovation, improvements and leasing from the EAST ALLEN MULTI SCHOOL BUILDING CORPORATION of a school building or buildings under Indiana Code, Title 20, Article 47, Chapter 3; that all of the signatures appearing on the attached counterpart of said petition were affixed in his/her presence and are the true and lawful signatures of the persons signing said counterpart.

[Signature]

Subscribed and sworn to before me this 16 day of August, 2012.

[Signature]
Notary, Peggy J. Rohrbacher

My Commission Expires: 2/9/2016
My County of Residence: Allen
PETITION OF SCHOOL PATRONS

(Woodlan Junior/Senior High School Project)

Counterpart No. 3

To the Board of School Trustees of East Allen County Schools:

We, the undersigned, patrons of the above school corporation, hereby petition said school corporation, or any successor school corporation, to enter into negotiations to obtain the renovation of and improvements to, including the construction of an addition thereon, and to secure, if possible, a lease upon a school building or buildings to be constructed, renovated and improved by East Allen Multi School Building Corporation, an Indiana corporation. We believe that a need exists for such school construction, renovation and improvements, and that East Allen County Schools cannot provide the necessary funds to pay the cost of such school construction, renovation and improvements required to meet the present needs. We urge that action be taken as promptly as possible under Indiana Code, Title 20, Article 47, Chapter 3, to secure the construction, renovation, improvements and leasing of the needed school facilities.

This petition may be circulated in several counterparts and all of said counterparts are to be considered as constituting one petition.

Name                        Address

1. Baby Roberts              Antwerp, Ohio
2. Ruth Ann Springer        Woodburn, IN
3. Jack Teal                 Woodburn, IN
4. Amanda Miller             Harlan, IN
5. Christa Nobe             Woodburn IN
6. John Brown                Woodburn, IN
7. John M. Moody            Ft. Wayne, IN

I/2888246.1
8. Kelly Zico
14523 U.S. Hwy 24E
New Haven, IN 46774

9. Alba Reyes
18924 Ward Rd
Woodburn, IN 46797

10. Jerri Thompson
7012 Bull Oak Rapids Rd
Woodburn, IN 46797

11. Amy Wit
4130 Oak Dr Woodburn, IN 46797

12. Kathleen Schar
23623 St Rd 37
Harlan, IN 46743

13. Matti Keller
8711 Amber Ln Woodburn, IN 46797

14. Cindra Sennus
11525 Edgerton Rd
New Haven, IN 46774

15. Regina Lauer
4223 Am Dr Woodburn, IN 46797

16. Bullinger Mullins
21702 Woodburn Rd
Woodburn, IN 46797

17. Annette Marker
1493 Frank Rd, Ft. Wayne, IN 46816

18. Catherine Pangborn
93163 Main Street
Woodburn, IN 46797

19. Rachael Payne
16934 Pipeline Rd lot 10
Harlan, IN 46743

20. Danielle Force
9185 Brush College Rd
Woodburn, IN 46797
VERIFYING AFFIDAVIT
Counterpart No. 3

STATE OF INDIANA )
COUNTY OF ALLEN )

) SS:

The undersigned, being first duly sworn, upon his/her oath deposes and says:

That he/she circulated the attached counterpart of the petition addressed to the BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, requesting proceedings to secure the construction, renovation, improvements and leasing from the EAST ALLEN MULTI SCHOOL BUILDING CORPORATION of a school building or buildings under Indiana Code, Title 20, Article 47, Chapter 3; that all of the signatures appearing on the attached counterpart of said petition were affixed in his/her presence and are the true and lawful signatures of the persons signing said counterpart.

[Signature]

Subscribed and sworn to before me this 16th day of August, 2012.

[Signature]
Peggy J. Rohrbacher
Notary, Allen County

My Commission Expires: 2/9/2016
My County of Residence: Allen
PETITION OF SCHOOL PATRONS

(Woodlan Junior/Senior High School Project)

Counterpart No. 4

To the Board of School Trustees of East Allen County Schools:

We, the undersigned, patrons of the above school corporation, hereby petition said school corporation, or any successor school corporation, to enter into negotiations to obtain the renovation of and improvements to, including the construction of an addition thereon, and to secure, if possible, a lease upon a school building or buildings to be constructed, renovated and improved by East Allen Multi School Building Corporation, an Indiana corporation. We believe that a need exists for such school construction, renovation and improvements, and that East Allen County Schools cannot provide the necessary funds to pay the cost of such school construction, renovation and improvements required to meet the present needs. We urge that action be taken as promptly as possible under Indiana Code, Title 20, Article 47, Chapter 3, to secure the construction, renovation, improvements and leasing of the needed school facilities.

This petition may be circulated in several counterparts and all of said counterparts are to be considered as constituting one petition.

Name
1. Granville Noble
2. Marti Chase
3. Karlee Combs
4. Sara Lounsbery
5. Jason Dmidd
6. Minnie Benjamin
7. [Signature]

Address
11887 Maple St. Harlan, IN 46743
21411 Campbell Rd. Spencer, 46278
1640 N 34th W Woodburn, 46792
55081 Sussex Rd. Woodburn, 46792
22838 Springfield Center Rd.
Harlan, 46743
7812 Newlin Rd. St. Wayne
14028 Daily Rd. New Haven, IN 46777
8. Gurusankar Subramaniam
   46797
9. Venus Ritu
   221 Bull Rapids Rd, Woodburn, IN
10. Wendy Priggen
    20604 E. 15th Rd, Woodburn, IN 46797
11. Ivan Jones
    18608 Bell Rd, Elwood, IN 46036
12. Kristie Mason
    15089 State Rd 37, New Haven, IN 46774
13. Pat Whitemeier
    16534 Hanoverwood Dr
14. Rosanna Eicher
    10631 Roth Rd, Grabill, IN
15. Melissa Shaffer
    21330 Antwerp Rd, Harrodsburg, KY
16. Beth Well
17. April Haddix
18. Tim Haddix
19. Denee L. Kurtz
20. Denee L. Kurtz
   14212 St. Rd. 37, New Haven, IN 46774
STATE OF INDIANA
COUNTY OF ALLEN

The undersigned, being first duly sworn, upon his/her oath deposes and says:

That he/she circulated the attached counterpart of the petition addressed to the BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, requesting proceedings to secure the construction, renovation, improvements and leasing from the EAST ALLEN MULTI SCHOOL BUILDING CORPORATION of a school building or buildings under Indiana Code, Title 20, Article 47, Chapter 3; that all of the signatures appearing on the attached counterpart of said petition were affixed in his/her presence and are the true and lawful signatures of the persons signing said counterpart.

[Signature]

Subscribed and sworn to before me this 16th day of August, 2012.

[Signature]
Notary, Peggy J. Rohnbacher

My Commission Expires: 2/9/2016
My County of Residence: Allen
PETITION OF SCHOOL PATRONS
(Woodlan Junior/Senior High School Project)
Counterpart No. 5

To the Board of School Trustees of East Allen County Schools:

We, the undersigned, patrons of the above school corporation, hereby petition said school corporation, or any successor school corporation, to enter into negotiations to obtain the renovation of and improvements to, including the construction of an addition thereon, and to secure, if possible, a lease upon a school building or buildings to be constructed, renovated and improved by East Allen Multi School Building Corporation, an Indiana corporation. We believe that a need exists for such school construction, renovation and improvements, and that East Allen County Schools cannot provide the necessary funds to pay the cost of such school construction, renovation and improvements required to meet the present needs. We urge that action be taken as promptly as possible under Indiana Code, Title 20, Article 47, Chapter 3, to secure the construction, renovation, improvements and leasing of the needed school facilities.

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<tbody>
<tr>
<td>Kim Hettenger</td>
<td>12177 Spencerville Rd, Harlan 46773</td>
</tr>
<tr>
<td>Mark Bradbury</td>
<td>2529 W New Haven, 46774</td>
</tr>
<tr>
<td>Dawn Bontrager</td>
<td>3773 Bay Point Ct, New Haven 46774</td>
</tr>
<tr>
<td>Delores Esty-Bean</td>
<td>15524 Antwerp Rd, Harlan 46773</td>
</tr>
<tr>
<td>Joseph Haldeman</td>
<td>17734 St Rd 37, Harlan, IN 46773</td>
</tr>
<tr>
<td>Jodi Parrish</td>
<td>23830 Antwerp Rd, Harlan 46774</td>
</tr>
<tr>
<td>Kelly Snyder</td>
<td>16326 Sunflower Blvd, Harlan</td>
</tr>
</tbody>
</table>
8. Joni Price
5036 Cloveceol Dr. Woodburn, OR 97077

9. Dawn Castleman
501 S. Doyle Rd., New Haven

10. Kim Berning
PO Box 194 Harlan, IN

11. Benard Schwartz
1335 S. Webster Rd. N.H. 46774

12. Diane Raber
22225 Antwerp Rd. Harlan

13. Tammy Lonsbury
19220 St. Rd. 37 Harlan, IN 46743

14. Hari Ogone
4050 N. Sampson Rd. Woodburn, IN

15. Agatina Baeza
814 E 7th St. Auburn, IN 46706

16. Leda
7109 Antebellum, Ft. Wayne, IN 46815

17. Elizabeth Dwork
22003 Oak St. Woodburn, IN 46797

18. Susan Rinn
17614 Browwood Dr. Speedway, IN 46783

19. Joseph Herrick
21331 Woodburn Rd.

20. Richard Herrick
21331 Woodburn Rd.
VERIFYING AFFIDAVIT
Counterpart No. 5

STATE OF INDIANA )
COUNTY OF ALLEN ) SS:

The undersigned, being first duly sworn, upon his/her oath deposes and says:

That he/she circulated the attached counterpart of the petition addressed to the BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, requesting proceedings to secure the construction, renovation, improvements and leasing from the EAST ALLEN MULTI SCHOOL BUILDING CORPORATION of a school building or buildings under Indiana Code, Title 20, Article 47, Chapter 3; that all of the signatures appearing on the attached counterpart of said petition were affixed in his/her presence and are the true and lawful signatures of the persons signing said counterpart.

[Signature]

Subscribed and sworn to before me this 16 day of August, 2012.

[Signature]

Notary, Peggy J. Rohrbacher

My Commission Expires: 2/9/2016
My County of Residence: Allen
PETITION OF SCHOOL PATRONS 
(Woodlan Junior/Senior High School Project) 

Counterpart No. 6

To the Board of School Trustees of East Allen County Schools:

We, the undersigned, patrons of the above school corporation, hereby petition said school corporation, or any successor school corporation, to enter into negotiations to obtain the renovation of and improvements to, including the construction of an addition thereon, and to secure, if possible, a lease upon a school building or buildings to be constructed, renovated and improved by East Allen Multi School Building Corporation, an Indiana corporation. We believe that a need exists for such school construction, renovation and improvements, and that East Allen County Schools cannot provide the necessary funds to pay the cost of such school construction, renovation and improvements required to meet the present needs. We urge that action be taken as promptly as possible under Indiana Code, Title 20, Article 47, Chapter 3, to secure the construction, renovation, improvements and leasing of the needed school facilities.

This petition may be circulated in several counterparts and all of said counterparts are to be considered as constituting one petition.

Name__________________________________________ Address__________________________________

1. Anna Mayes 4322 Barber Rd, Woodburn, IN 46797
2. Manon Scheidt 16414 Amotoze Rd, Leesburg, IN 46767
3. Leilah Land 10007 Graber Rd, Graber, IN 46741
4. Tracy Lampe, Knecht 17019 US Hwy 24, S. New Haven, IN 46774

5. ____________________________________________ ____________________________________________

6. ____________________________________________ ____________________________________________

7. ____________________________________________ ____________________________________________

I/2888246.1
8. Signature: [Signature]
   Address: 14513 Lehman Rd, New Haven, IN

9. Signature: [Signature]
   Address: 10315 Hawk Ridge Ct, Hanover, IN

10. Signature: [Signature]
    Address: 15719 St. Rd. 37, Hanover, 46743

11. Signature: [Signature]
    Address: 2909 S State Rd. 101, Woodburn

12. Signature: [Signature]
    Address: 1001 Bell Ave, New Haven

13. Signature: [Signature]
    Address: 14441 Juniper Pass, Hanover, IN

14. Signature: [Signature]
    Address: 1558 Dundee Drive, New Haven, IN 46774

15. Signature: [Signature]
    Address: 1130 Turkey Run Dr, Ft. Wayne, 46805

16. Signature: [Signature]
    Address: 8811 Westmont Ct.

17. Signature: [Signature]
    Address: 21728 Woodburn Rd, Woodburn

18. Signature: [Signature]
    Address: 2835 Waters Rd, Woodburn, IN

19. Signature: [Signature]
    Address: 2142 S Circle Dr, Woodburn, IN

20. Signature: [Signature]
    Address: 17235 Premier Rd, New Haven, IN 46774
VERIFYING AFFIDAVIT
Counterpart No. 6

STATE OF INDIANA

) SS:

COUNTY OF ALLEN

The undersigned, being first duly sworn, upon his/her oath deposes and says:

That he/she circulated the attached counterpart of the petition addressed to the BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, requesting proceedings to secure the construction, renovation, improvements and leasing from the EAST ALLEN MULTI SCHOOL BUILDING CORPORATION of a school building or buildings under Indiana Code, Title 20, Article 47, Chapter 3; that all of the signatures appearing on the attached counterpart of said petition were affixed in his/her presence and are the true and lawful signatures of the persons signing said counterpart.

[Signature]

Subscribed and sworn to before me this 16 day of August, 2012.

[Signature]
Notary, Peggy J. Rohrbacher

My Commission Expires: 3/1/2016
My County of Residence: Allen
ADOPT RESOLUTION AUTHORIZING EXECUTION OF LEASE - WOODLAN PROJECT

Background:

East Allen County Schools is funding the Woodlan Project through the lease financing process as with prior construction/renovation projects. The Board of School Trustees, on August 7th, approved the form of Lease Agreement proposed by the East Allen Multi School Building Corporation. In order for the construction/renovation to occur at Woodlan Jr./Sr. High School, the lease must be approved and officers of the Board of School Trustees authorized to execute any documents required for the lease.

Recommendation:

That the Board of School Trustees adopts the resolution authorizing the execution of lease for the Woodlan K-12 project.

Karyle M. Green
Superintendent of Schools

Prepared: Kirby Stahly
Approved: ____________________________
Budget: ____________________________
Legal: IC 20-47-3
EXHIBIT C

RESOLUTION AUTHORIZING EXECUTION OF LEASE

(Woodlan Project)

WHEREAS, the Board of School Trustees (the "Board") of East Allen County Schools (the "School Corporation") has previously examined and approved a form of Lease Agreement (the "Lease") proposed by the East Allen Multi School Building Corporation (the "Building Corporation") on August 7, 2012; and,

WHEREAS, notice of a hearing on the proposed Lease was given by publication in the Journal-Gazette and the Fort Wayne News-Sentinel on August 2, 2012, and said hearing has been held in accordance with said notice; now, therefore,

BE IT RESOLVED by the Board of School Trustees of the East Allen County Schools, that this Board now finds that the preliminary plans and estimates provide the necessary facilities for the pupils of the School Corporation and the same now are hereby approved, and the members of the Board be, and they are hereby authorized and directed to endorse their approval upon such plans and estimates.

BE IT FURTHER RESOLVED, that the proposed Lease with the Building Corporation, as lessor, provides for a fair and reasonable rental and further that the execution of said Lease is necessary and wise.

BE IT FURTHER RESOLVED, that the Secretary is authorized and directed to initial and date a copy of the proposed Lease and to place the same in the minute book immediately following the minutes of this meeting, and said Lease is made a part of this resolution as fully as if the same were set forth herein.
BE IT FURTHER RESOLVED, that the President and Secretary of the Board be, and they are hereby authorized and directed to execute the aforesaid Lease on behalf of the School Corporation.

BE IT FURTHER RESOLVED, that the officers of the Board are authorized to execute any and all documents required, including but not limited to any amendments and/or addenda to existing lease agreements between the School Corporation and any building corporation created pursuant to Indiana Code 20-47-3, in order to permit the Building Corporation to duly own the real estate free of all liens and encumbrances, which shall be leased to the School Corporation.

Passed and Adopted this 4th day of September, 2012.

Janice Witte, President
Board of School Trustees

Terry Jo Lightfoot, Secretary
Board of School Trustees
LEASE AGREEMENT

Between

EAST ALLEN MULTI SCHOOL BUILDING CORPORATION, LESSOR

and

EAST ALLEN COUNTY SCHOOLS, LESSEE

(Woodlan Junior/Senior High School)

Executed this 4th day of September, 2012
LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") entered into this 4th day of September, 2012, between East Allen Multi School Building Corporation, an Indiana corporation (the "Lessor"), and East Allen County Schools, a school corporation, existing under the laws of the State of Indiana and located in Allen County, Indiana (the "Lessee"), WITNESSETH THAT:

1. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee the real estate in Allen County, Indiana, more particularly described in Exhibit A attached hereto and made a part hereof, and the addition to the Woodlan Junior/Senior High School building to be constructed and equipped by Lessor according to plans and specifications prepared by RQAW Corporation, Indianapolis, Indiana (the "Leased Premises").

The above mentioned plans and specifications may be changed, additional renovation work may be performed and equipment may be acquired by Lessor, but only with the approval of Lessee, and only if such changes or modifications or additional construction work or equipment do not alter the character of the building or reduce the value thereof. Any such additional construction work or equipment shall be part of the property covered by this Lease. The above mentioned plans and specifications have been filed with and approved by Lessee.

TO HAVE AND TO HOLD the Leased Premises with all rights privileges, easements and appurtenances thereunto belonging, unto Lessee, for a term of twenty (20) years, beginning on the date on which the building addition is ready for occupancy, and ending on the day prior to such date twenty (20) years thereafter. However, the term of this Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase the Leased Premises and the payment of the option price, or (b) the payment or defeasance of all first mortgage bonds issued (i) to finance the cost of the Leased Premises, (ii) to refund such first mortgage bonds, (iii) to refund such first mortgage refunding bonds, or (iv) to improve the Leased Premises.
The date the building addition is completed and ready for occupancy shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after such completion, and such endorsement shall be recorded as an addendum to this Lease. The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the above described real estate, and Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of Lessee or its assigns.

2. Rental Payments. The Lessee agrees to pay rental for said Leased Premises at the maximum rate of $1,300,000 per year during the term of the Lease. The first rental installment shall be due on the day that the building addition is completed and ready for occupancy, or June 30, 2014, whichever is later. If the completion date is later than June 30, 2014, the first rental payment shall be in an amount calculated at the annual rate from the date of payment to the next June 30 or December 31. Thereafter, rental shall be payable in advance in semiannual installments of $650,000 on June 30 and December 31 of each year. The last semiannual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the annual rate specified above from the date such installment is due to the date of the expiration of this Lease.

The Lessor and Lessee understand and agree that the obligation of the Lessee to pay the rental payments under this Lease shall constitute a current expense of the Lessee payable from its debt service fund or any other funds that are legally available for that purpose and shall not in any way be construed to be a debt of the Lessee in contravention of any applicable constitutional or statutory limitation.

All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank selected as Trustee (the "Trustee") under the Trust Indenture between it and the Lessor (the
"Indenture") or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the first mortgage bonds to be issued by the Lessor to finance the renovation of the Leased Premises. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder. The bank selected as Trustee shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after selection, and such endorsement shall be recorded as an addendum to this Lease.

After the sale of the first mortgage bonds issued to finance the acquisition and construction of the Leased Premises, the annual rental provided for in the first paragraph of this Section 2 shall be reduced to an amount equal to the multiple of $1,000 next higher than the sum of principal and interest due on such bonds in each twelve-month period ending on January 15 in order to pay the debt service when due, plus Two Thousand Dollars ($2,000), payable in semiannual installments. Such amount of reduced annual rental shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after the sale of said bonds and such endorsement shall be recorded as an addendum to this Lease.

3. Additional Rental Payments. The Lessee shall pay as further rental for said Leased Premises all taxes and assessments levied against or on account of the Leased Premises and/or the receipt of lease rental payments. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which the same must be paid to avoid delinquency. In case the Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify the Lessor, and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all
damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the same until such contests shall have been determined. The Lessee shall pay as further rental the amount calculated by or for Lessor as the amount required to be rebated or paid as a penalty in lieu of rebate to the United States Treasury, after taking into account other available moneys, to prevent the first mortgage bonds issued to finance the acquisition and renovation of the Leased Premises from becoming arbitrage obligations under Section 148 of the Internal Revenue Code of 1986, as amended.

4. Abatement of Rent. In the event the Leased Premises shall be partially or totally destroyed, whether by fire or any other casualty, or are taken under the exercise of the power of eminent domain, so as to render them unfit, in whole or part, for use or occupancy by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 6 hereof or the condemnation proceeds received by the Lessor, whichever is applicable.

If there is in force on the date of partial or total destruction or taking, insurance on the Leased Premises and the rental value thereof, in accordance with the provisions of Section 6 hereof, the rent shall be abated for the period during which the Leased Premises or any part thereof are unfit or unavailable for occupancy and shall be in proportion to the percentage of floor area which is unfit or unavailable for occupancy.

5. Maintenance, Alterations and Repairs. The Lessee assumes all responsibility for maintenance, repairs and alterations to the Leased Premises. At the end of the term, Lessee shall
deliver the Leased Premises to Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by Lessee. The proceeds of the sale of any personal property shall be paid to the Trustee. Lessee may trade in any obsolete or worn out personal property or replacement property which replacement property will belong to Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property. Lessee need not replace worn out or obsolete personal property, but may replace such property at its own expense, and the replacement property shall belong to Lessee.

6. **Insurance.** Lessee, at its own expense, will, during the full term of the Lease, keep the Leased Premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, with good and responsible insurance companies acceptable to Lessor. Such insurance shall be in an amount equal to one hundred percent (100%) of the full replacement cost of the Leased Premises as certified by a registered architect, registered engineer, an authorized representative of the insurance company or professional appraisal engineers, selected by the Lessor, on the effective date of this Lease and on or before the first day of April of each year thereafter. Such appraisal may be based upon a recognized index of conversion factors. During the full term of this Lease, Lessee will also, at its own expense, maintain rent or rental value insurance in amount equal to the full rental value of the Leased Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this clause. During the full term of this Lease, Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Leased Premises in an amount not less than Three Million Dollars ($3,000,000) on account of each
occurrence with one or more good and responsible insurance companies. The public liability
insurance required herein may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses
incurred in the collection of such proceeds) shall be applied toward extinguishment or
satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies
shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall
be made payable to the Lessor or to such other person or persons as the Lessor may designate.
Such policies shall be countersigned by an agent of the insurer who is a resident of the State of
Indiana, and such policies (or certificates of insurance for each policy) and the certificate of the
architect or engineer hereinbefore referred to shall be deposited with the Lessor. If, at any time,
the Lessee fails to maintain insurance in accordance with this Section, such insurance may be
obtained by the Lessor and the amount paid therefor shall be added to the amount of rental
payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no
obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall
not relieve the Lessee of any consequence of its default in failing to obtain such insurance,
including its obligation to continue the rental payments in case of total or partial destruction of
the buildings as provided in Section 4 hereof.

7. Eminent Domain. If title to or the temporary use of the Leased Premises, or any
part thereof, shall be taken under the exercise of the power of eminent domain by any
governmental body or by any person, firm or corporation acting under governmental authority,
any net proceeds received from any award made in such eminent domain proceedings (after
payment of expenses incurred in such collection) shall be paid to and held by Lessor.

Such proceeds shall be applied in one or more of the following ways:
(a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of said power of eminent domain, or

(b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of the purposes of Indiana Code, Title 20, Article 47, Chapter 3 (which improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct Lessor in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited by Lessor in the Sinking Fund held by the Trustee under the Indenture.

Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.
8. **General Covenants.** The Lessee shall not assign this Lease or sublet the Leased Premises herein described without the written consent of Lessor. Lessee shall use and maintain the Leased Premises in accordance with the laws and ordinances of the United States of America, the State of Indiana, and all other proper governmental authorities. The Lessee covenants that in any contracts entered into by the Lessee providing for the use of the Leased Premises, which involve the conduct of a separate trade or business, (a) the Leased Premises would be used only (i) by a Governmental Unit within the meaning of Section 141 of the Internal Revenue Code of 1986 or (ii) by non-Governmental Units on the same basis as other members of the general public or (b) would not in the aggregate result in payments to the Lessee in an amount in excess of 5% of the principal of and interest on the first mortgage bonds issued under the Indenture.

9. **Option to Renew.** Lessor hereby grants to Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and Lessee shall exercise this option by written notice to Lessor given upon any rental payment date prior to the expiration of this Lease.

10. **Option to Purchase.** Lessor hereby grants to Lessee the right and option, on any rental payment date, upon sixty (60) days' written notice to Lessor, to purchase the Leased Premises at a price equal to the amount required to enable Lessor to liquidate by paying all indebtedness, including all premiums payable on the redemption thereof and accrued and unpaid interest, and by paying the expenses and charges of liquidation. In no event, however, shall such purchase price exceed the capital actually invested in such property by Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed
to include, but not by way of limitation, the following amounts expended by the Lessor: organization and incorporation expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee made not less than sixty (60) days prior thereto, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee on the next rental payment date in order to purchase the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation in respect to the creditors, shareholders, or security holders of the Lessor.

11. **Transfer to Lessee.** In the event the Lessee has not exercised its option to renew in accordance with the provisions of Section 9 hereof, and has not exercised its option to
purchase the Leased Premises in accordance with the provisions of Section 10 hereof, and upon
the full discharge and performance by the Lessee of its obligations under this Lease, the Leased
Premises shall thereupon become the absolute property of the Lessee and upon the Lessee's
request, Lessor shall execute proper instruments conveying to the Lessee all of Lessor's title
thereto.

12. Defaults. If the Lessee shall default (a) in the payment of any rentals or other
sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be
paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition
hereof, and such default shall continue for sixty (60) days after written notice to correct the
same; then, in any or either of such events, the Lessor may proceed to protect and enforce its
rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for
specific performance of any covenant or agreement contained herein, or for the enforcement of
any other appropriate legal or equitable remedy; file a claim with the Treasurer of the State of
Indiana for an amount equal to any amount in default, and may authorize or delegate the
authority to file such claim; or the Lessor, at its option, without further notice, may terminate the
estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to
resume possession of the Leased Premises and the Lessee covenants to surrender the same
forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the
Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry
into possession. No waiver by the Lessor of any right to terminate this Lease upon any default
shall operate to waive such right upon the same or other default subsequently occurring.
13. **Notices.** Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: East Allen Multi School Building Corporation, Attention: President, 116 East Berry Street, Suite 1000, Fort Wayne, Indiana 46802; (b) to Lessee: East Allen County Schools, Attention: Superintendent, 1240 State Road 930 East, New Haven, Indiana 46774; (c) to Trustee: at the address shown on the Addendum referred to in the first paragraph of Section 2 hereof.

Lessor and Lessee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

14. **Successors or Assigns.** All covenants of this Lease, whether by Lessor or Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

15. **Construction of Covenants.** Lessor was organized for the purpose of renovating and erecting school building and leasing the same to Lessee under the provisions of Indiana Code, Title 20, Article 47, Chapter 3. All provisions herein contained shall be construed in accordance with the provisions of said statutes, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of said statutes, said statutes shall be deemed to be controlling and binding upon Lessor and Lessee.
IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf the day and year first hereinabove written.

EAST ALLEN MULTI SCHOOL BUILDING CORPORATION

By: ____________________________
    President

Attest:

______________________________
    Secretary
EAST ALLEN COUNTY SCHOOLS

By: ____________________________
    President, Board of School Trustees

Attest:

By: ____________________________
    Secretary, Board of School Trustees
STATE OF INDIANA  )
COUNTY OF ALLEN  )
                   ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared O. Roderick Wilson and James Elizondo, personally known to me to be the President and Secretary, respectively, of the Board of Directors of East Allen Multi School Building Corporation, and acknowledged the execution of the foregoing Lease for and on behalf of said building corporation.

WITNESS my hand and notarial seal this 4th day of September, 2012.

__________________________________________________________
(Written Signature)

(Seal)

(Printed Name)  Notary Public

My Commission Expires: __________________________

My County of Residence: __________________________
STATE OF INDIANA  )
    ) SS:
COUNTY OF ALLEN   )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Janice Witte and Terri Jo Lightfoot, personally known to me to be the President and Secretary, respectively, of the Board of School Trustees of East Allen County Schools, and acknowledged the execution of the foregoing Lease for and on behalf of said school corporation.

WITNESS my hand and notarial seal this 4th day of September, 2012.

(Written Signature)

(Printed Name)  Notary Public

(Seal)
My Commission Expires:

My County of Residence:

- 15 -
EXHIBIT A

LEGAL DESCRIPTION

The Leased Premises shall consist of the addition to Woodlan Junior/Senior High School, which is more particularly described as follows:

Legal Description

Part of the Southwest Quarter of Section 23, Township 31 North, Range 14 East, Allen County, Indiana, in particular described as follows, to-wit:

To arrive at the point of beginning, commence on the South line of said Southwest Quarter as situated within the public road known as the Woodburn Road at a point situated North 88 degrees 15 minutes 20 seconds East (Basis of Bearings are WGS 1984 based on an autonomous GPS position), a distance of 1282.97 feet from a brass pin found at the Southwest corner thereof; thence North 01 degrees 44 minutes 40 seconds West, a distance of 642.07 feet, more or less to the most Westerly corner of the existing Woodlan High School building (August 2012) and the point of beginning initially referred to; thence North 42 degrees 46 minutes 05 seconds East, along said building wall face, a distance of 100.00 feet; thence departing said wall North 47 degrees 13 minutes 55 seconds West, a distance of 200.00 feet; thence South 42 degrees 46 minutes 05 seconds West, a distance of 370.00 feet; thence South 47 degrees 13 minutes 55 seconds East, a distance of 288.30 feet; thence North 42 degrees 46 minutes 05 seconds East, a distance of 270.00 feet to a corner of the existing Woodlan High School building (August 2012); thence North 47 degrees 13 minutes 55 seconds West along said building wall face, a distance of 88.30 feet to the point of beginning, containing 2.2461 acres, more or less, of land.

TOGETHER WITH an 8 foot easement for ingress and egress lying 4.0 feet on each side of the following described centerline:

Commence on the South line of said Southwest Quarter as situated within the public road known as the Woodburn Road at a point situated North 88 degrees 15 minutes 20 seconds East, a distance of 1282.97 feet from a brass pin found at the Southwest corner thereof, thence North 01 degrees 44 minutes 40 seconds West, a distance of 516.12 feet to the Southerly line of the above described. Said lines of easement being lengthened or shortened to intersect.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Jane Neuhauser Herndon

This instrument was prepared by Jane Neuhauser Herndon, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, IN 46282.
ACTION AGENDA
September 4, 2012
Board Agenda Item 12-0904-11

ADOPT RESOLUTION ACCEPTING PATRON'S PETITION
AND DETERMINING NEED FOR THE HERITAGE PROJECT

Background:
In order for a school corporation to enter into a lease, a petition for the lease must be signed by at least fifty (50) patrons of the school corporation and filed with the governing body of the school corporation. The board of trustees must also determine that a need exists for the improvements at Heritage. More than fifty (50) patrons have signed a petition requesting EACS to enter into a lease for the construction, renovation, and improvements to create a K-12 Campus at Heritage Jr./Sr. High School. The Patron's petition is submitted to the School Board.

Recommendation:
That the Board of School Trustees adopts the resolution accepting the patron's petition and determining the need for the Heritage K-12 project.

Karyle M. Green
Superintendent of Schools

Prepared: Kirby Stahly
Approved: ___________________________
Budget: ___________________________
Legal: IC 20-47-3
EXHIBIT B

PATRONS' PETITION RESOLUTION

(Heritage Project)

WHEREAS, a petition in multiple counterparts, signed by more than fifty (50) patrons of East Allen County Schools (the "School Corporation") has been filed with this Board requesting the renovation of, improvements to and leasing from the East Allen Multi School Building Corporation (the "Building Corporation") of Heritage Junior/Senior High School; and

WHEREAS, such petition has been carefully considered and investigations have been conducted by this Board, both before and after the filing of said petition; and

WHEREAS, this Board now finds that a need exists for such renovation and improvements, and that the School Corporation cannot provide the necessary funds to pay the cost of the renovation and improvements required to meet such need; and

WHEREAS, it is deemed desirable to proceed with the necessary negotiations and all other steps looking toward the renovation of and improvements to such facilities by the Building Corporation and the leasing of such facilities to the School Corporation; now, therefore,

BE IT RESOLVED, that the petition of school patrons heretofore filed with this Board is hereby approved.

BE IT FURTHER RESOLVED, that a need exists for the renovation of and improvements to such facilities, and that such facilities cannot be renovated and improved from sufficient funds available to the School Corporation, and that this Board proceed to take such steps as may be necessary to secure the renovation of, improvements to and leasing of such school facilities as provided by the Indiana Code Title 20, Article 47, Chapter 3.
Passed and Adopted this 4th day of September, 2012.

Janice Witte, President
Board of School Trustees

Terry Jo Lightfoot, Secretary
Board of School Trustees
PETITION OF SCHOOL PATRONS

(Heritage Junior/Senior High School Project)

Counterpart No. 1

To the Board of School Trustees of East Allen County Schools:

We, the undersigned, patrons of the above school corporation, hereby petition said school corporation, or any successor school corporation, to enter into negotiations to obtain the construction of and to secure, if possible, a lease upon a school building or buildings to be renovated and improved by East Allen Multi School Building Corporation, an Indiana corporation. We believe that a need exists for such renovation and improvements and that East Allen County Schools cannot provide the necessary funds to pay the cost of such school renovation and improvements required to meet the present needs. We urge that action be taken as promptly as possible under Indiana Code, Title 20, Article 47, Chapter 3, to secure the renovation of, improvements to and leasing of the needed school facilities.

This petition may be circulated in several counterparts and all of said counterparts are to be considered as constituting one petition.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emily Robbins</td>
<td>9501 Hartzell Rd. Ft. Wayne, IN</td>
</tr>
<tr>
<td>Traci Scroggs</td>
<td>14445 Munirick Rd. Hoagland</td>
</tr>
<tr>
<td>Lisa R. Dunn</td>
<td>11902 Hoagland Rd. Hoagland</td>
</tr>
<tr>
<td>Trina Bogle</td>
<td>303 Mulberry St. Monroeville, IN</td>
</tr>
<tr>
<td>David Metzger</td>
<td>14711 Second St. Hoagland</td>
</tr>
<tr>
<td>Sharron Noting</td>
<td>10711 Hoffman Rd. 46816</td>
</tr>
<tr>
<td>Janie Holfly</td>
<td>10711 Hoffman Rd. 46816</td>
</tr>
<tr>
<td>No.</td>
<td>Name</td>
</tr>
<tr>
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</tr>
<tr>
<td>8</td>
<td>Jamie Nash</td>
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<td>9</td>
<td>Jeanette Johnson</td>
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<td>Lucy Asher</td>
</tr>
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<td>11</td>
<td>Ruth &amp; Sam Mangel</td>
</tr>
<tr>
<td>12</td>
<td>Olivia Smith</td>
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<tr>
<td>13</td>
<td>Thomas Palm</td>
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<td></td>
</tr>
<tr>
<td>15</td>
<td>Violeta Mendoza</td>
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<td>16</td>
<td>Samantha Francisco</td>
</tr>
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<td>17</td>
<td>Naomi Trent</td>
</tr>
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<td>18</td>
<td>Sonni McCaw</td>
</tr>
<tr>
<td>19</td>
<td>Amy Jaffray</td>
</tr>
<tr>
<td>20</td>
<td>Amy Musselman</td>
</tr>
</tbody>
</table>
VERIFYING AFFIDAVIT
Counterpart No. 1

STATE OF INDIANA )
COUNTY OF ALLEN ) SS:

The undersigned, being first duly sworn, upon his/her oath deposes and says:

That he/she circulated the attached counterpart of the petition addressed to the BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, requesting proceedings to secure the renovation of, improvements to and leasing from the EAST ALLEN MULTI SCHOOL BUILDING CORPORATION of a school building or buildings under Indiana Code, Title 20, Article 47, Chapter 3; that all of the signatures appearing on the attached counterpart of said petition were affixed in his/her presence and are the true and lawful signatures of the persons signing said counterpart.

Emily M. Hissong

Subscribed and sworn to before me this 16th day of August, 2012.

Marlene K. Hartmann-Dekoninck
Notary

My Commission Expires: 12/08/18
My County of Residence: Allen
PETITION OF SCHOOL PATRONS

(Heritage Junior/Senior High School Project)

Counterpart No. 2

To the Board of School Trustees of East Allen County Schools:

We, the undersigned, patrons of the above school corporation, hereby petition said school corporation, or any successor school corporation, to enter into negotiations to obtain the construction of and to secure, if possible, a lease upon a school building or buildings to be renovated and improved by East Allen Multi School Building Corporation, an Indiana corporation. We believe that a need exists for such renovation and improvements and that East Allen County Schools cannot provide the necessary funds to pay the cost of such school renovation and improvements required to meet the present needs. We urge that action be taken as promptly as possible under Indiana Code, Title 20, Article 47, Chapter 3, to secure the renovation of, improvements to and leasing of the needed school facilities.

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<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Karen Chastek</td>
<td>6131 Hunterwood, FW, IN 46805</td>
</tr>
<tr>
<td>Janice A. Partin</td>
<td>13127 Hoaglund Rd., 46745</td>
</tr>
<tr>
<td>Marique Smith</td>
<td>14427 Emmanuel Rd., 46745</td>
</tr>
<tr>
<td>Shannon Gardner</td>
<td>9418 Hertzell Rd., FW 46806</td>
</tr>
<tr>
<td>Jeff Smith</td>
<td>16610 State Line Rd.</td>
</tr>
<tr>
<td>Christal McHenry</td>
<td>1109 Inverwoold</td>
</tr>
<tr>
<td>Steven Richar</td>
<td>4827 Wayne Pk. DR, FW, IN 46816</td>
</tr>
<tr>
<td></td>
<td>Name</td>
</tr>
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</tr>
<tr>
<td>8</td>
<td>Marcus Braaten</td>
</tr>
<tr>
<td>9</td>
<td>Mrk Brubemullen</td>
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<td>10</td>
<td>Becky Gerhardt</td>
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<td>11</td>
<td>Stacey Fride</td>
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<td>Angela Bonar</td>
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<td>14</td>
<td>Rachel Brittle</td>
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<td>15</td>
<td>Elisabeth Marua</td>
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<td>Amber Stice</td>
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<td>17</td>
<td>Jack Adkison</td>
</tr>
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<td>18</td>
<td>Jessica Murphy</td>
</tr>
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<td>19</td>
<td>Susan Cam</td>
</tr>
<tr>
<td>20</td>
<td>Jymshel Smith</td>
</tr>
</tbody>
</table>
VERIFYING AFFIDAVIT
Counterpart No. 2

STATE OF INDIANA )

) SS:
COUNTY OF ALLEN )

The undersigned, being first duly sworn, upon his/her oath deposes and says:

That he/she circulated the attached counterpart of the petition addressed to the BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, requesting proceedings to secure the renovation of, improvements to and leasing from the EAST ALLEN MULTI SCHOOL BUILDING CORPORATION of a school building or buildings under Indiana Code, Title 20, Article 47, Chapter 3; that all of the signatures appearing on the attached counterpart of said petition were affixed in his/her presence and are the true and lawful signatures of the persons signing said counterpart.

[Signature]
Karen Chastek

Subscribed and sworn to before me this 16th day of August, 2012.

[Signature]
Marlene K. Hartmann-DeKoning
Notary, ___

My Commission Expires: 12/08/18
My County of Residence: Allen

MARLENE K. HARTMANN-DEKONINCK
Notary Public- Seal
State of Indiana
My Commission Expires Dec 8, 2018

I/2888247.1
PETITION OF SCHOOL PATRONS
(Heritage Junior/Senior High School Project)

Counterpart No. 3

To the Board of School Trustees of East Allen County Schools:

We, the undersigned, patrons of the above school corporation, hereby petition said school corporation, or any successor school corporation, to enter into negotiations to obtain the construction of and to secure, if possible, a lease upon a school building or buildings to be renovated and improved by East Allen Multi School Building Corporation, an Indiana corporation. We believe that a need exists for such renovation and improvements and that East Allen County Schools cannot provide the necessary funds to pay the cost of such school renovation and improvements required to meet the present needs. We urge that action be taken as promptly as possible under Indiana Code, Title 20, Article 47, Chapter 3, to secure the renovation of, improvements to and leasing of the needed school facilities.

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<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
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</thead>
<tbody>
<tr>
<td>1. Karen Hathaway</td>
<td>10335 Swallow Tail Run</td>
</tr>
<tr>
<td></td>
<td>Hoagland, IN</td>
</tr>
<tr>
<td>2. Roland Arkwright</td>
<td>7555 Executive Rd.</td>
</tr>
<tr>
<td>3. Stacy Trounder</td>
<td>11503 Marion Ctr Rd.</td>
</tr>
<tr>
<td></td>
<td>Hoagland</td>
</tr>
<tr>
<td>4. Melissa Hudson</td>
<td>11307 Shoreline Dr. Leo, IN</td>
</tr>
<tr>
<td>5. Lynne Shely</td>
<td>4840 Monroe, FW 46080</td>
</tr>
</tbody>
</table>

6. __________________________

7. __________________________
VERIFYING AFFIDAVIT
Counterpart No. 3

STATE OF INDIANA  
   )
COUNTY OF ALLEN  
   ) SS:

The undersigned, being first duly sworn, upon his/her oath deposes and says:

That he/she circulated the attached counterpart of the petition addressed to the BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, requesting proceedings to secure the renovation of, improvements to and leasing from the EAST ALLEN MULTI SCHOOL BUILDING CORPORATION of a school building or buildings under Indiana Code, Title 20, Article 47, Chapter 3; that all of the signatures appearing on the attached counterpart of said petition were affixed in his/her presence and are the true and lawful signatures of the persons signing said counterpart.

[Signature]

Subscribed and sworn to before me this 16th day of August, 2012.

Notary, 1

My Commission Expires: 12/08/18
My County of Residence: Allen
PETITION OF SCHOOL PATRONS
(Heritage Junior/Senior High School Project)

Counterpart No. 4

To the Board of School Trustees of East Allen County Schools:

We, the undersigned, patrons of the above school corporation, hereby petition said school corporation, or any successor school corporation, to enter into negotiations to obtain the construction of and to secure, if possible, a lease upon a school building or buildings to be renovated and improved by East Allen Multi School Building Corporation, an Indiana corporation. We believe that a need exists for such renovation and improvements and that East Allen County Schools cannot provide the necessary funds to pay the cost of such school renovation and improvements required to meet the present needs. We urge that action be taken as promptly as possible under Indiana Code, Title 20, Article 47, Chapter 3, to secure the renovation of, improvements to and leasing of the needed school facilities.

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<table>
<thead>
<tr>
<th>Name</th>
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</thead>
<tbody>
<tr>
<td>Amber Wagner</td>
<td>5235 Monroeville Rd., 46817</td>
</tr>
<tr>
<td></td>
<td>1044 English, 46745, 10744 U.S. Hwy 27 S, 46716</td>
</tr>
<tr>
<td>Beth Calder</td>
<td>(602) Flaherty Hayland, 46745</td>
</tr>
<tr>
<td>Lara Moore</td>
<td>20828 Allison Rd. Lot 13, Monroeville, 46773</td>
</tr>
<tr>
<td>Modalia May</td>
<td>20828 Allison Rd. Lot 13, Monroeville, 46773</td>
</tr>
<tr>
<td>Teresa Hill</td>
<td>25520 Rider Rd. Monroeville, 46773</td>
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</tbody>
</table>
8. Wayne Wu
112 W Bankeet St, Monee, IL 60449
9. Billie Jo Brager
14029 Fairwood Dr, Evansville, IN 47715
10. Judith M Johnson
17588 Harrison Central Rd, Evansville, IN 47715
11. Teresa Knefelkamp
1110 Hoagland Rd
12. Allisa Hyke
2626 Dexter Dr
13. T G H
307 Monroe St.
14. Maureen
16131 Fackler Rd, Monroeville, IN 46773
15. Angie Osborne
10744 US Hwy 27 S, Lot 141 46845
16. Rebecca Helleman
24715 Flatrock Rd, Monroeville, IN 46773
17. Jamara Mourer
9324 US 27 S, 46816
18. Joe Wilson
8217 Maples Rd
19. Donna W. Samms
9425 St. Road 121
20. Tammy Johnson Shaffer
2408 E. Ferguson Road, Fort Wayne, IN 46816
VERIFYING AFFIDAVIT
Counterpart No. 4

STATE OF INDIANA  )
COUNTY OF ALLEN  ) SS:

The undersigned, being first duly sworn, upon his/her oath deposes and says:

That he/she circulated the attached counterpart of the petition addressed to the BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, requesting proceedings to secure the renovation of, improvements to and leasing from the EAST ALLEN MULTI SCHOOL BUILDING CORPORATION of a school building or buildings under Indiana Code, Title 20, Article 47, Chapter 3; that all of the signatures appearing on the attached counterpart of said petition were affixed in his/her presence and are the true and lawful signatures of the persons signing said counterpart.

[Signature]

Subscribed and sworn to before me this 16th day of August, 2012.

[Notary's Signature]

My Commission Expires: 12/08/18
My County of Residence: ALLEN
PETITION OF SCHOOL PATRONS
(Heritage Junior/Senior High School Project)

Counterpart No. 5

To the Board of School Trustees of East Allen County Schools:

We, the undersigned, patrons of the above school corporation, hereby petition said school corporation, or any successor school corporation, to enter into negotiations to obtain the construction of and to secure, if possible, a lease upon a school building or buildings to be renovated and improved by East Allen Multi School Building Corporation, an Indiana corporation. We believe that a need exists for such renovation and improvements and that East Allen County Schools cannot provide the necessary funds to pay the cost of such school renovation and improvements required to meet the present needs. We urge that action be taken as promptly as possible under Indiana Code, Title 20, Article 47, Chapter 3, to secure the renovation of, improvements to and leasing of the needed school facilities.

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Name

1. James Dolan
2. Melissa Cobellino
3. Benny Hoffman
4. Ed White
5. Yvella Clem
6. Suzanne Smith
7. Amanda Lee

Address

1. 3047 Navajo A, New Haven, IN 46774
2. 7942 Serenity Dr. Apt H, Fort Wayne, IN 46816
3. 19425 Hoffman Rd, Monroe, IN
4. 8630 Hongkong Rd, Jonkland, IN 46745
5. 815 Washington St, Monroe, IN 46773
6. 211 Prospect Ave, Monroe, IN 46772
7. 1983 Serenity Dr.
<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Address</th>
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</thead>
<tbody>
<tr>
<td>8</td>
<td>Theresa Pedro</td>
<td>102 Prospect Ave, Monroeville, IN 46173</td>
</tr>
<tr>
<td>9</td>
<td>Asia True</td>
<td>311 S. Water St.</td>
</tr>
<tr>
<td>10</td>
<td>Susan Trecker</td>
<td>10408 Hoffman Rd, St. Louis, MO 63146</td>
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<tr>
<td>11</td>
<td>Amy Trecker</td>
<td>10408 Hoffman Rd, St. Louis, MO 63146</td>
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<td>12</td>
<td>K. Guest</td>
<td>9354 Wayne Trace FW 44681</td>
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<td>13</td>
<td>Regina Scheumann</td>
<td>13026 Mc Ardle Rd, Monroeville, IN 46673</td>
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<td>14</td>
<td>Bryan Castille</td>
<td>7008 Stale Road, 101 Monroeville, IN 46773</td>
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<tr>
<td>15</td>
<td>Kashi Armstrong</td>
<td>7915 Serenity Dr, Ft.Wayne, IN 46806</td>
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<tr>
<td>16</td>
<td>Connie Polkman</td>
<td>12532 US 33, Ft. Wayne, IN 46806</td>
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<tr>
<td>17</td>
<td>Alexandra Baron</td>
<td>7915 Decatur Rd, Apt. 502, Fort Wayne, IN</td>
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<td>18</td>
<td>Jennifer Champion</td>
<td>3628 Montague Dr.</td>
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<tr>
<td>19</td>
<td>Todd Longman</td>
<td>3912 Clermont Ave</td>
</tr>
<tr>
<td>20</td>
<td>Pem Jordan</td>
<td></td>
</tr>
</tbody>
</table>
VERIFYING AFFIDAVIT
Counterpart No. 5

STATE OF INDIANA )
COUNTY OF ALLEN )
) SS:

The undersigned, being first duly sworn, upon his/her oath deposes and says:

That he/she circulated the attached counterpart of the petition addressed to the BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, requesting proceedings to secure the renovation of, improvements to and leasing from the EAST ALLEN MULTI SCHOOL BUILDING CORPORATION of a school building or buildings under Indiana Code, Title 20, Article 47, Chapter 3; that all of the signatures appearing on the attached counterpart of said petition were affixed in his/her presence and are the true and lawful signatures of the persons signing said counterpart.

[Signature]

Subscribed and sworn to before me this 14th day of August, 2012.

[Signature]
Notary,

My Commission Expires: 12/08/18
My County of Residence: Allen
PETITION OF SCHOOL PATRONS
(Heritage Junior/Senior High School Project)

Counterpart No. 6

To the Board of School Trustees of East Allen County Schools:

We, the undersigned, patrons of the above school corporation, hereby petition said school corporation, or any successor school corporation, to enter into negotiations to obtain the construction of and to secure, if possible, a lease upon a school building or buildings to be renovated and improved by East Allen Multi School Building Corporation, an Indiana corporation. We believe that a need exists for such renovation and improvements and that East Allen County Schools cannot provide the necessary funds to pay the cost of such school renovation and improvements required to meet the present needs. We urge that action be taken as promptly as possible under Indiana Code, Title 20, Article 47, Chapter 3, to secure the renovation of, improvements to, and leasing of the needed school facilities.

This petition may be circulated in several counterparts and all of said counterparts are to be considered as constituting one petition.

Name                        Address

1. Teresa Dales            16744 US HWY 21 s lot 133
2. Chris Lechleitner       9735 Hoagland Rd. Hoagland 46347
3. Rhonda Richey           505 Mulberry St. Warsaw
4. Edithy Glover           2801 Alberoad Dr
5. Bruce Beard             4514 Bensinger Dr Ft. Wayne
7. Amy E. Ramirez          4525 Sawtooth Dr 46806
8. Jamie May
   9102 Hoagland Rd Hoagland, IN 46745

9. Sue Fluharty
   103 W. Forest St.

10. Mary Beth
    1200 Honeyman Rd Ft. Wayne, IN

11. Laura Bolling
    17109 Tillman Rd.

12. Danielle Myers
    13019 US 27 S Ft. Wayne, IN 46804

13. Deborah Ricks
    4038 Wayne Trace Ft. Wayne 46806

14. Amy Musselman
    18206 Monroeville Rd

15. Bella Todd
    9031 Forestdale New Haven, IN

16. Stacy Hoo
    16925 Winchester Rd 46733

17. Stacey Cohn
    4114 Hessen Cass Rd 46806

18. Lance Oberk
    4571 Vander Rd Monroeville

19. Tamara Crumbley
    15001 Hill Rd. 46737 Fort Wayne, IN 46806

20. Rebecca Hoffstedt
    4611 Ocean Dr. Monroeville

VERIFYING AFFIDAVIT
Counterpart No. 6

STATE OF INDIANA )
COUNTY OF ALLEN ) SS:

The undersigned, being first duly sworn, upon his/her oath deposes and says:

That he/she circulated the attached counterpart of the petition addressed to the BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, requesting proceedings to secure the renovation of, improvements to and leasing from the EAST ALLEN MULTI SCHOOL BUILDING CORPORATION of a school building or buildings under Indiana Code, Title 20, Article 47, Chapter 3; that all of the signatures appearing on the attached counterpart of said petition were affixed in his/her presence and are the true and lawful signatures of the persons signing said counterpart.

[Signature]
Amanda Minor

Subscribed and sworn to before me this 3rd day of August, 2012.

[Signature]
Peggy J. Rohrbacher
Notary, Peggy J. Rohrbacher

My County of Residence: Allen
PETITION OF SCHOOL PATRONS
(Heritage Junior/Senior High School Project)

Counterpart No. 7

To the Board of School Trustees of East Allen County Schools:

We, the undersigned, patrons of the above school corporation, hereby petition said school corporation, or any successor school corporation, to enter into negotiations to obtain the construction of and to secure, if possible, a lease upon a school building or buildings to be renovated and improved by East Allen Multi School Building Corporation, an Indiana corporation. We believe that a need exists for such renovation and improvements and that East Allen County Schools cannot provide the necessary funds to pay the cost of such school renovation and improvements required to meet the present needs. We urge that action be taken as promptly as possible under Indiana Code, Title 20, Article 47, Chapter 3, to secure the renovation of, improvements to and leasing of the needed school facilities.

This petition may be circulated in several counterparts and all of said counterparts are to be considered as constituting one petition.

Name

1. Patty McPherson

Address

15202 S. Anthony Est

2. Jeff Smith

16613 S. State Line Rd.

3. Ann Trace

3555 Decatur Rd. Lot 75

4. Olivia Bradley

2626 Dexter Dr. Fort Wayne

5. Rebecca Christie

9031 Forestdale Dr. New Haven

6. Fred E. Stovall

930 Daly Dr. New Haven

7. Steven Riddley

4827 Wayne Pk. Dr.

Ft. Wayne Ind. 46816
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
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</thead>
<tbody>
<tr>
<td>Debbie Nash</td>
<td>7038 Traverdon Dr., Ft. Wayne, IN 46811</td>
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<tr>
<td>Jane M. Panzi</td>
<td>4615 Welling Dr., Ft. Wayne</td>
</tr>
<tr>
<td>Rachel Hester</td>
<td>1901 Foxpoint Rd., Ft. Wayne</td>
</tr>
<tr>
<td>Nicolas Voglinski</td>
<td>8401 Frank Rd., Ft. Wayne</td>
</tr>
<tr>
<td>Jennifer Marquardt</td>
<td>9124 Snyder Rd., Marseville, IN 46773</td>
</tr>
<tr>
<td>Evonne Sanders</td>
<td>1879 Foxpoint Rd., Ft. Wayne</td>
</tr>
<tr>
<td>Ebrae Burney</td>
<td>2925 Howellwood Dr., Ft. Wayne</td>
</tr>
<tr>
<td>Kim Whitacre</td>
<td>12609 US 27 S., Ft. Wayne 46837</td>
</tr>
<tr>
<td>Beverly Lockwood</td>
<td>13724 S. Anthony Ex., Ft. Wayne 46879</td>
</tr>
<tr>
<td>Jim Mitchell</td>
<td>65031 Roxie Lane, Howard 46365</td>
</tr>
<tr>
<td>Mary Evans</td>
<td>11408 Maplewood Dr., Ft. Wayne 46816</td>
</tr>
<tr>
<td>Nicolas Vargas</td>
<td>7555 Decatur Rd., Lot 123, Fort Wayne 46816</td>
</tr>
<tr>
<td>David Anderson</td>
<td>7955 Chinook Dr., Ft. Wayne 46816</td>
</tr>
</tbody>
</table>
STATE OF INDIANA  )
COUNTY OF ALLEN    ) SS:

The undersigned, being first duly sworn, upon his/her oath deposes and says:

That he/she circulated the attached counterpart of the petition addressed to the BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, requesting proceedings to secure the renovation of, improvements to and leasing from the EAST ALLEN MULTI SCHOOL BUILDING CORPORATION of a school building or buildings under Indiana Code, Title 20, Article 47, Chapter 3; that all of the signatures appearing on the attached counterpart of said petition were affixed in his/her presence and are the true and lawful signatures of the persons signing said counterpart.

[Signature]
Amanda Munch

Subscribed and sworn to before me this 7th day of August, 2012.

[Peggy J. Rohnbacher]
Notary, Peggy J. Rohnbacher

My Commission Expires: 2/9/2016
My County of Residence: Allen
PETITION OF SCHOOL PATRONS
(Heritage Junior/Senior High School Project)

Counterpart No. 8

To the Board of School Trustees of East Allen County Schools:

We, the undersigned, patrons of the above school corporation, hereby petition said school corporation, or any successor school corporation, to enter into negotiations to obtain the construction of and to secure, if possible, a lease upon a school building or buildings to be renovated and improved by East Allen Multi School Building Corporation, an Indiana corporation. We believe that a need exists for such renovation and improvements and that East Allen County Schools cannot provide the necessary funds to pay the cost of such school renovation and improvements required to meet the present needs. We urge that action be taken as promptly as possible under Indiana Code, Title 20, Article 47, Chapter 3, to secure the renovation of, improvements to and leasing of the needed school facilities.

This petition may be circulated in several counterparts and all of said counterparts are to be considered as constituting one petition.

Name                      Address
1.  Angie Osborne          10744 US Hwy 37 S 70 ft 141 46812
2.  Mike Smith             4515 Sanford Ln. Ft. Wayne 46845
3.  Carolyn Winchester     7329 Mooresville Rd. Hoagland IN
4.  Brenda Nagle           12603 Merian Center Rd. Hoagland IN 46745
5.  Evelyn Parmer          1817 Lincoln Hwy 80 E Monon IN at 46733
6.  Judy Scott             16505 Hook Road Hoagland IN 46745
7.                          1901 For Park Trl #3 Ft Wayne IN 46804
<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Scott</td>
<td>15411 Cortine Rd, Monroeville</td>
</tr>
<tr>
<td>Louise Neff</td>
<td>11515 Edgewater Ave, Hoagland</td>
</tr>
<tr>
<td>Jennifer McManus</td>
<td>7608 Hessen Cassel Rd, Elkhart</td>
</tr>
<tr>
<td>Tony Magaro</td>
<td>14924 White Oak Rd, Monroe</td>
</tr>
<tr>
<td>Nina Perrin</td>
<td>15125 Lastie Rd, Monroeville, PA</td>
</tr>
<tr>
<td>Lucy Chase</td>
<td>8061 Main St, Payne, Ohio</td>
</tr>
<tr>
<td>Lura Stephenson</td>
<td>11909 Felt Pl, Monroeville, IN</td>
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<tr>
<td>Bernie Schummaun</td>
<td>16609 Houk Rd, Hoagland</td>
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<tr>
<td>Kathy Strahl</td>
<td>18609 Paulding Rd, Monroeville</td>
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<tr>
<td>Kim C. Linker</td>
<td>8408 Franke Rd, Ft. Wayne</td>
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<tr>
<td>Laura Bohnen</td>
<td>20930 Barkeley Rd, Monroeville</td>
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<tr>
<td>Julie B. Milley</td>
<td>11731 Tefkeck Rd, Ft. Wayne</td>
</tr>
<tr>
<td>John E. Mink</td>
<td>8721 Monroeville Rd, Ft. Wayne</td>
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VERIFYING AFFIDAVIT
Counterpart No. 8

STATE OF INDIANA
) ) SS:
COUNTY OF ALLEN )

The undersigned, being first duly sworn, upon his/her oath deposes and says:

That he/she circulated the attached counterpart of the petition addressed to the BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, requesting proceedings to secure the renovation of, improvements to and leasing from the EAST ALLEN MULTI SCHOOL BUILDING CORPORATION of a school building or buildings under Indiana Code, Title 20, Article 47, Chapter 3; that all of the signatures appearing on the attached counterpart of said petition were affixed in his/her presence and are the true and lawful signatures of the persons signing said counterpart.

Amanda Munch

Subscribed and sworn to before me this 7th day of August, 2012.

Peggy J. Rohrbacher
Notary, Peggy J. Rohrbacher

My Commission Expires: 2/9/2016
My County of Residence: Allen
PETITION OF SCHOOL PATRONS
(Heritage Junior/Senior High School Project)

Counterpart No. 9

To the Board of School Trustees of East Allen County Schools:

We, the undersigned, patrons of the above school corporation, hereby petition said school corporation, or any successor school corporation, to enter into negotiations to obtain the construction of and to secure, if possible, a lease upon a school building or buildings to be renovated and improved by East Allen Multi School Building Corporation, an Indiana corporation. We believe that a need exists for such renovation and improvements and that East Allen County Schools cannot provide the necessary funds to pay the cost of such school renovation and improvements required to meet the present needs. We urge that action be taken as promptly as possible under Indiana Code, Title 20, Article 47, Chapter 3, to secure the renovation of, improvements to and leasing of the needed school facilities.

This petition may be circulated in several counterparts and all of said counterparts are to be considered as constituting one petition.

<table>
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<tr>
<th>Name</th>
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<tr>
<td>An Bi</td>
<td>2141 Chartwell Dr</td>
</tr>
<tr>
<td></td>
<td>Fort Wayne IN 46216</td>
</tr>
<tr>
<td>Zonia Kel</td>
<td>25520 Rider Rd IN 46217</td>
</tr>
<tr>
<td>Peter Hess</td>
<td>12612 Branson Rd IN</td>
</tr>
<tr>
<td>Anita Keppel</td>
<td>16122 Hoffman Rd Monroe IN</td>
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<tr>
<td>James M. Hammond</td>
<td>1106 Maple Rd Attleboro IN</td>
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<td>Alan Benzing</td>
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<tr>
<td>Cyril Rudick</td>
<td>5221 Hoagland Rd</td>
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<tr>
<td>Charles Frank</td>
<td>14308 Figel Rd</td>
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<tr>
<td>Jane Backman</td>
<td>13430 Emanuel Rd.</td>
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<tr>
<td>Sharri Johnston</td>
<td>20218 Paseo Dr.</td>
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<tr>
<td>Demona Davis</td>
<td>16407 Pauling Rd</td>
</tr>
<tr>
<td>Kim Betett</td>
<td>5129 Ryan Rd New Haven</td>
</tr>
<tr>
<td>Jeanette Johnson</td>
<td>19636 Hoagland Rd.</td>
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<tr>
<td>Catherine Mullen</td>
<td>10321 Minneh Rd</td>
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<tr>
<td>Chris Hall</td>
<td>12031 Felt Place</td>
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<tr>
<td>Arthur Proebst</td>
<td>16603 Mayde Rd</td>
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<tr>
<td>Yvonne Krider</td>
<td>5926 Flatrock Rd</td>
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<tr>
<td>Cindy Myers</td>
<td>6132 Flatrock Rd.</td>
</tr>
<tr>
<td>Eddy Roll</td>
<td>15228 Baronsi Place</td>
</tr>
</tbody>
</table>
STATE OF INDIANA  
)  
COUNTY OF ALLEN  
)  

The undersigned, being first duly sworn, upon his/her oath deposes and says:

That he/she circulated the attached counterpart of the petition addressed to the BOARD OF SCHOOL TRUSTEES OF EAST ALLEN COUNTY SCHOOLS, requesting proceedings to secure the renovation of, improvements to and leasing from the EAST ALLEN MULTI SCHOOL BUILDING CORPORATION of a school building or buildings under Indiana Code, Title 20, Article 47, Chapter 3; that all of the signatures appearing on the attached counterpart of said petition were affixed in his/her presence and are the true and lawful signatures of the persons signing said counterpart.

Amanda Minch

Subscribed and sworn to before me this 7th day of August, 2012.

Peggy J. Rohrbacher
Notary, Peggy J. Rohrbacher

My Commission Expires: 2/1/2014
My County of Residence: Allen
ACTION AGENDA

September 4, 2012

Board Agenda Item 12-0904-12

ADOPT RESOLUTION REAPPROVING FORMATION OF BUILDING CORPORATION

Background:

In order for the Building Corporation (a not-for-profit Indiana Corporation) to issue tax-exempt bonds, the Internal Revenue Service (IRS) requires that the related governmental entity (Board of School Trustees for East Allen County Schools) approve the Building Corporation and authorizes it to issue tax-exempt bonds on behalf of the School Corporation. This resolution contains the language required by the IRS.

Recommendation:

That the Board of School Trustees adopts the resolution reapproving the building corporation.

Karyle M. Green
Superintendent of Schools

Prepared: Kirby Stahly

Approved: __________________________________________________________________________

Budget: _______________________________________________________________________________

Legal: Internal Revenue Service
EXHIBIT E

RESOLUTION REAPPROVING BUILDING CORPORATION

WHEREAS, East Allen Multi School Building Corporation (the "Building Corporation") has previously been formed as a not-for-profit corporation to assist in the financing of the construction, renovation and equipping of school facilities; now, therefore,

BE IT RESOLVED by the Board of School Trustees (the "Board") of East Allen County Schools (the "School Corporation"), as follows:

SECTION 1. That it is hereby determined to be proper and in the public interest of the citizens of this School Corporation to reapprove the incorporation of the corporation known and designated as the "East Allen Multi School Building Corporation" for the purpose of financing the construction, renovation and equipping of certain school facilities and leasing same to this School Corporation.

SECTION 2. That the Articles of Incorporation and Bylaws of the Building Corporation, previously presented to this Board, are hereby reapproved.

SECTION 3. That providing financing for the construction, renovation and equipping of such school facilities by the Building Corporation and the leasing of same to this School Corporation is in the public interest of the citizens of this School Corporation and it is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and to assist it in fulfilling the requirements of all agencies of the federal, state and local governments.

SECTION 4. That the issuance, sale and delivery by the Building Corporation of bonds designated "East Allen Multi School Building Corporation Ad Valorem Property Tax First Mortgage Bonds, Series 2012," to be issued in one or more series in the aggregate principal amount of approximately $29,025,000 (the "Bonds"), is hereby approved.
SECTION 5. That, upon the redemption or retirement of the Bonds to be issued by the Building Corporation, the School Corporation will accept from the Building Corporation title to such school facilities, free and clear of any and all liens and encumbrances thereon.

SECTION 6. That this Board hereby reapproves the current Directors of the Building Corporation.

SECTION 7. That the Building Corporation may issue, sell and deliver its Bonds, pursuant to the applicable laws of the State of Indiana, may encumber any real property or equipment acquired by it for the purpose of financing the construction, renovation and equipping of such school facilities and may enter into contracts for the sale of the Bonds and the acquisition, construction, renovation and equipping of such school facilities.

Passed and Adopted this 4th day of September, 2012.

Janice Witte, President
Board of School Trustees

Terry Jo Lightfoot, Secretary
Board of School Trustees
New Business
ABSTRACT for Title III: SY2012/2013
Language Instruction for Limited English Proficient (LEP)
from the Indiana Department of Education

This Abstract has been prepared for the East Allen County Board of School Trustees to review and approve East Allen County Schools to request and receive funding, if approved, for Title III: Language Instruction for Limited English Proficient (LEP) grant.

Title III funds began as a new allocation from the State of Indiana's Department of Education during the 2002/2003 school year and funds are based upon the number of LEP students in school districts throughout Indiana. School districts with at least 71 LEP students as of the SY11/12 count date are eligible to request and receive Title III funds on an estimated basis of $142.80/LEP student (an increase from $129.79 last year). Districts with fewer than 71 LEP students may apply as a consortium.

According to information provided by East Allen County Schools for SY11/12, EACS had 780 LEP students on the date of record. The number of LEP students generates the allocation amount for Title III. East Allen County Schools’ allocation for this school year will be $111,384. This amount is a decrease from $116,852.22 for SY2011/2012 (Title III).

The purpose of Title III funds is to focus on
- Developing and implementing new language instruction educational program and academic content instruction programs for such children and youth, including programs of early childhood education, elementary education school programs, and secondary school programs.
- Carrying out highly focused, innovative, locally developed activities to expand or enhance existing language instruction educational programs and academic content instruction program for such children and youth.
- Implementing, within an individual school, school-wide programs for restructuring, reforming, and upgrading all relevant programs, activities, and operations relating to language instruction educational programs and academic content instruction for such children.
- Implementing, within the entire jurisdiction of a local educational agency, agency-wide programs for restructuring, reforming, and upgrading all relevant programs, activities, and operations relating to language instruction educational programs and academic content instruction for such children.

Through Title III funds, East Allen County Schools will seek to
- Increase the English proficiency of LEP children by providing high-quality language instruction educational programs that are based on scientifically-based research demonstrating the effectiveness of the programs in increasing English proficiency and student academic achievement in the core academic subjects.
- Support the Families Learning Together program in partnership with the Literacy Alliance.
- Maintain the school-based bilingual support staff (salary and benefits, when necessary) to aid in supplemental instruction.
- Provide high-quality professional development to classroom teachers (including those outside the setting of language instruction educational programs), principals, administrators, and other school personnel.

EACS will utilize Title III funds to meet the purpose / focus area(s) described above. Title III applications are due on or before September 21, 2012. Then, upon approval, this allocation must be expended as requested for the intended and appropriate Title III purpose(s)/focus areas ONLY. Title III funding may not supplant other funding. Title III may only be used to supplement assistance for LEP students which the district would not otherwise provide.
~ABSTRACT~

Afternoons ROCK in Indiana (ARII)

Funding for this program is provided by FSSA/Division of Mental Health and Addiction (DMHA) through SAMHSA Substance Abuse Prevention and Treatment (SAPT) Block Grant CFDA 93.959 & the Indiana Problem Gamblers’ Assistance Fund

The State of Indiana annually makes available funding through the Afternoons ROCK in Indiana (ARII) program. East Allen County Schools will have two (2) schools participating in this after-school learning program, as follows:

1. **Prince Chapman Academy** (two (2) programs: one program from August 21, 2012 - September 13, 2012 and the other program from August 30, 2012 - October 11, 2012)
2. **Paul Harding Jr. High School** (one (1) program: August 20, 21, 22, 27, 28, 29, September 4, 5, 10, 12, 17, 18, 19, 24, 26, and October 1, 2, 3, 2012)

The State of Indiana, through the Division of Mental Health and Addiction provides funds in an outcomes-based amount not to exceed the following numbers for those participants who complete a pre-survey ($35/student), student attendance at up to 18 sessions ($10/student/session = maximum of $180), and the number of students who complete a post-survey (an additional $35/student). The maximum number of students who may be served by each program is 180 students per cohort completing the program.

East Allen provides two separate and distinct types of Afternoons ROCK programs:

- the program at Prince Chapman is provided by Verleaish Jones (see two attached Agreements) for Ms. Jones to provide the requisite Afternoons ROCK programming (where she coordinates the entire program and is then reimbursed by East Allen County Schools at a later date); and
- the program at Paul Harding Jr. High School which is coordinated by Charles Washington and provided under the same auspices but the costs are paid directly through East Allen County Schools for appropriate expenses including but not limited to program supplies, program transportation, program stipends, program incentives, program food, and the like.

Each program operates under the supervision of the building principal and the site coordinator (who is required to hold appropriate licensure to serve as the Afternoons ROCKS coordinator). The Afternoons ROCK program structured according to the Afternoons ROCK in Indiana guidelines. The program is for Grades 4-8 students and only students who are 10-14 years old may participate in this drug education and prevention program. All Afternoons ROCK funding will cease from this funder on October 12, 2012. All programming will be completed in EACS by that date. The program coordinators will provide any / all requisite documentation to the Regional program coordinator who will process the paperwork for payment to East Allen County Schools for these three programs on or before 12/31/12.

East Allen County Schools respectfully requests approval to utilize the Afternoons ROCK program funding at the two schools described above for the provision of the three above-listed Afternoons ROCK programs, including executing the two (2) attached Agreements for Verleaish Jones.
This Agreement is entered into this 14 day of Aug. 2012, by and between the East Allen County Schools and

Verleigh Jones  6212 Hessen Cassel Rd

Name  Address  Social Security

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

1. Verleigh Jones will perform certain services for and on behalf of the East Allen County Schools. These services are described as after-school drug education and will be performed on the following dates: Aug 21 - Sept 13, 2012 a total of 180 students maximum.

2. In return for the services described above, the East Allen County Schools agrees to pay the person performing the services as follows: $45,000 This rate is not subject to any other contract between the two parties.

3. The agreement outlining the services to be provided must be attached to this document and include all reimbursable expenses.

4. Persons performing services pursuant to this Agreement understand that they are considered independent contractors and not employees of the East Allen County Schools, and that they are not covered by insurance of any nature or entitled to benefits of any nature other than the payment described in Paragraph 2 above.

5. If any persons performing services pursuant to this Agreement are employed in any other capacity by the East Allen County Schools, services outlined above will be performed at times other than during their regularly scheduled working hours.

6. Persons performing services pursuant to this Agreement will submit all claim forms and other documents as deemed necessary by East Allen County Schools for payment of the claim.

7. The undersigned official of the East Allen County Schools certifies that there is an unobligated balance in each of the necessary appropriations which is sufficient to pay for the above services.


"To exercise any other power and make any expenditure in carrying out its general powers and purposes provided in sec. 201 (P. 28-1709) or in carrying out the powers delineated in this sec. 202 which is reasonable from a business or educational standpoint in carrying out school purposes of the school corporation, including but not limited to the acquisition of property or the employment or contracting for services, even though such power or expenditure shall not be specifically set out herein; ..."

EAST ALLEN COUNTY SCHOOLS

Date of Signature __________________________

________________________________________
Chief Financial Officer

________________________________________
Superintendent

PERSON OR FIRM PROVIDING SERVICES

Date of Signature  8/14/2012

______________
Signature

Program Supervisor

Title

Account Number: 895 - 11100 - 064

EACS Employee Administering This Agreement

EACS Fi-15 E
5/06 (R)
This Agreement is entered into this 27th day of Aug. 20, 2012, by and between the East Allen County Schools and Velma Jones, 6212 Hessen Cassel Rd 46716. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Velma Jones will perform certain services for and on behalf of the East Allen County Schools. These services are described as "After School Drug Prevention Program" and will be performed on the following dates: Aug 30, 2012 - Dec 11, 2012. Services to be performed at the following location: up to 180 students.

2. In return for the services described above, East Allen County Schools agrees to pay the person performing the services as follows: $45,000. This rate is not subject to any other contract between two parties and the rate/amount includes all expenses and materials to perform the specified services.

3. The agreement outlining the services to be provided must be attached to this document and include all reimbursable expenses.

4. Persons performing services pursuant to this Agreement understands that they are considered independent contractors and not employees of the East Allen County Schools, and that they are not covered by insurance of any nature or entitled to benefits of any nature other than the payment described in Paragraph 2 above.

5. If any persons performing services pursuant to this Agreement are employed in any other capacity by the East Allen County Schools, services outlined above will be performing at times other than during their regularly scheduled working hours.

6. Persons performing services to this Agreement will submit all claim forms and other documents a deemed necessary by East Allen County Schools for payment of the claim.

7. The undersigned official of the East Allen County Schools certifies that there is an unobligated balance in each of the necessary appropriations which is sufficient to pay for the above services.


"To exercise any other power and make any expenditure in carrying out its general powers and purposes provided in sec. 201 (P. 28-1709) or in carrying out the powers delineated in this sec. 202 which is reasonable from a business or educational standpoint in carrying out school purposes of the school corporation, including but not limited to the acquisition of property or the employment or contracting for services, even though such power or expenditure shall not be specifically set out herein;..."

---

EAST ALLEN COUNTY SCHOOLS
Date of Signature: __________________________

Chief Financial Officer

Superintendent

Account Number: 39511100611064

EACS Employee Administering This Agreement: __________________________

PERSON OR FIRM PROVIDING SERVICES
Date of Signature: 8-24-2012

Signature: __________________________

Title: Program Supervisor
ABSTRACT for P.L. 108-446, Part B, IDEA Pass-Through

funding
allocated by the
Indiana Department of Education
Center for School Improvement and Performance

East Allen County Schools is eligible to request funding through P.L. 108-446, Part B, IDEA Pass-Through funding. East Allen County Schools requests authorization to request and, if approved, receive funding in an amount of approximately $2,158,554 for the 27-month period beginning July 1, 2012.

The primary objective of the grant is to establish new programs, enhance existing programs, provide related services, purchase materials, supplies, and/or equipment and/or hire needed staff for students with disabilities ages three through 21.

These funds provide services for East Allen County Schools based on our child count. These monies will be used to support staff as they address the needs of students with disabilities.

EACS anticipates that these funds will provide:

- Teachers
- Speech Language Pathologists
- Substitutes
- Paraprofessionals, Interpreters and Job Coaches
- Occupational Therapists
- Physical Therapists
- Fixed charges / benefits for all positions
- Materials and supplies
- In-service training
- Contracted services

This is an allocation to school districts that have students with disabilities. There are no matching requirements to obtain this funding. The allocated funds must be utilized within the 27-month period (July 1, 2012 through September 30, 2014).

East Allen County Schools respectfully requests authorization to request and receive, if approved, the PL 108-446, Part B, IDEA Pass-Thru EACS allocation from the State of Indiana’s Department of Education.
~ ABSTRACT for Section 619 of Part B, IDEA funding ~

Funds Allocated by the
Indiana Department of Education

Section 619 of Part B, IDEA funding is available to all school districts throughout Indiana. East Allen County Schools requests authorization to request and, if approved, receive funding in an amount of $74,855 for the 27-month period July 1, 2012 through September 30, 2014. The primary objective of the grant is to establish new programs, enhance existing programs, provide related services, purchase materials, supplies, and/or equipment, hire needed staff, or provide summer school programs, or extended school year programs for preschool students with disabilities from age three to five years old.

East Allen County Schools receives these funds to benefit our students. All benefits derived from the use of these funds must be used exclusively for three to five year old students with disabilities consistent with the priority requirements of Part B, IDEA.

The anticipated budget for this funding is:

**Description / Usage**

A portion of the salary / benefits to provide one teacher

There are no matching requirements to obtain this funding. The allocated funds must be utilized within the 27-month period (July 1, 2012 through September 30, 2014).

East Allen County Schools respectfully requests authorization to request and receive, if approved, the Section 619 of Part B, IDEA allocation for East Allen County Schools from the State of Indiana’s Department of Education.