

## **INNOVATION NETWORK SCHOOL AGREEMENT**

This Innovation Network School Agreement (the “Agreement”) is made and entered into as of June 15, 2015 by and between The Board of School Commissioners of the City of Indianapolis (“IPS”) and Phalen Leadership Academy-Indiana, Inc. (“Operator”) (together, the “Parties”) to reconstitute Francis Scott Key School 103 and operate it as the Phalen Leadership Academy at Francis Scott Key School 103 (the “School”) as an Innovation Network School.

### RECITALS

A. IPS is authorized pursuant to Indiana Code § 20-25.5-1, *et seq.*, to enter into an agreement with a school management team to reconstitute and operate an eligible school as an Innovation Network School;

B. IPS has determined that the School is eligible to be reconstituted and operated as an Innovation Network School;

C. The School is located at 3920 Baker Drive, Indianapolis, Indiana 46235 (“Building”); and

D. IPS and Operator desire to reconstitute and operate the School as an Innovation Network School to be located and operated in the Building, and for Operator to have the right to use the Building for such operations, in accordance with all applicable laws and the terms of this Agreement.

### AGREEMENT

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

#### ARTICLE I: THE SCHOOL

1.01 Location. Beginning in the 2015-16 school year, Operator will operate the School as an Innovation Network School located in the Building.

1.02 Grades Served. The School will serve students in grades kindergarten through six.

1.03 Attendance Area. The School’s attendance area (“Attendance Area”) shall be defined as the area designated in Exhibit A hereto.

1.04 Projected Enrollment. By June 1, 2015, and by no later than May 1 for each subsequent year thereafter during the term of this Agreement, the Parties shall prepare a projection of the number of students reasonably likely to be enrolled in the School in the next

school year (“Projected Enrollment”). The Parties shall determine the School’s Projected Enrollment in substantially the same manner as it is determined for other IPS schools.

1.05 Students in Attendance Area. Any student who is eligible to attend an IPS school in one of the grades served by the School and who lives in the Attendance Area may attend the School and may not be refused enrollment.

1.06 Students Outside Attendance Area. If the School’s actual enrollment, as measured by the number of students enrolled in the School on the second Monday in September, is less than its Projected Enrollment for that school year, the School may enroll students from outside of the Attendance Area who are eligible to attend an IPS school in one of the grades served by the School; provided, however, that the number of such students from outside of the Attendance Area enrolled in the School shall be no greater than is required to increase the School’s total enrollment to a number equal to the Projected Enrollment for that school year. IPS shall have no obligation to provide transportation to students attending the School who do not reside in the Attendance Area.

## ARTICLE II: OPERATOR

2.01 School Management Team. Operator shall be the “school management team” for the School, as that term is defined in IC § 20-25.5-3-5, and shall be responsible for the operations of the School.

2.02 Operational Autonomy. Operator shall have full operational autonomy to run the School as provided by law and as set forth in this Agreement.

2.03 Good Standing and Nonprofit Status. Operator represents that it is an Indiana nonprofit corporation in good standing with the State of Indiana, and that the Internal Revenue Service (“IRS”) (a) has determined it to be tax exempt, or (b) is reviewing Operator’s application for tax-exempt status. Operator shall immediately notify IPS if (a) its tax-exempt status is questioned, modified, or revoked by the IRS, (b) its application for tax-exempt status is denied or questioned by the IRS, or (c) it receives notice that it is no longer in good standing with the State of Indiana. Operator may not operate the School without having been determined to be tax exempt by the IRS unless IPS expressly agrees in writing to allow it to do so.

2.04 Articles and Bylaws. Operator represents that true and accurate copies of its current Articles of Incorporation (“Articles”) and Bylaws are attached to this Agreement as Exhibits B and C. If Operator amends its Articles or Bylaws during the term of this Agreement, it shall provide notice to IPS of such amendment, and a copy of the amended Articles or Bylaws, within 30 days of the amendment.

2.05 Operator’s Board of Directors. Operator represents that a true and accurate list of its directors (“Directors”) is attached to this Agreement as Exhibit D. If there are any changes to the Directors during the term of this Agreement, Operator shall provide notice to IPS of the change within 30 days.

2.06 Public Records. Operator shall maintain, and make available for inspection and copying, records relating to the School in compliance with the Access to Public Records Act, IC 5-14-3.

2.07 Open Door Law. Operator shall conduct meetings of the Directors relating to the School in compliance with the Open Door Law, IC 5-14-1.5.

### ARTICLE III: ACADEMIC PROGRAM

3.01 Curriculum. Operator represents that an accurate description of the curriculum that Operator plans and intends to implement in the School is attached to this Agreement as Exhibit E (“Curriculum”). If Operator makes any material changes to the Curriculum during the term of this Agreement, it shall provide notice of such changes to IPS within 30 days after the decision to make such changes is made.

3.02 Performance Goals and Accountability Metrics. The Parties agree that the performance goals and accountability metrics for the School are attached to this Agreement as Exhibit F (“Educational Goals”).

3.03 Special Education. IPS shall provide special education services for the School’s students in substantially the same manner as IPS provides such services in other IPS schools, in accordance with IPS policies and procedures for providing such services, and in compliance with Applicable Law. IPS’ responsibility for providing such special education services shall include, without limitation, all administrative and procedural aspects of such special education services, such as, but not limited to, referral processes, evaluations, eligibility determinations, placement decisions, compliance with Child Find mandates, and development of individualized education programs (“IEPs”) for students in the School in accordance with Applicable Law. Operator shall cooperate with IPS with respect to IPS’ provision of special education services to the School’s students, with such cooperation to include, without limitation, ensuring that Operator’s teaching and administrative staff implement the School’s students’ IEPs, participate in required meetings, identify and refer students who attend the School who may be eligible for special education and related services, and provide IPS with access to students and student information reasonably necessary to enable IPS to provide special education services as required by this Agreement and Applicable Law.

3.04 ESL Services. IPS shall provide English as a Second Language (“ESL”) services to the School’s students in the manner required by Applicable Law. Operator shall cooperate with IPS with respect to IPS’ provision of such ESL services to the School’s students.

### ARTICLE IV: RELATIONSHIP OF THE PARTIES

4.01. Nature of Relationship. Operator will operate as an independent contractor to IPS. Nothing in this Agreement is intended to, or shall, create a partnership or joint venture between the Parties.

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

4.03. No Separate LEA. The School is considered to be part of IPS and shall not be considered a separate local educational agency.

4.04. Inclusion of Performance Results. Operator authorizes the Indiana Department of Education (“IDOE”) to include the School’s performance assessment results under IC 20-31-8 when calculating IPS’ performance assessment under rules adopted by the Indiana State Board of Education (“State Board”).

#### ARTICLE V: APPLICABLE LAWS

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

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

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

#### ARTICLE VI: PERSONNEL

6.01 Personnel Decisions. Except as provided in paragraph 6.02 below, Operator is responsible for all personnel and human resources aspects of the School’s operation, including without limitation all personnel decisions in the School, and shall not be bound by any contract entered into by IPS under IC 20-29.

6.02 IPS Personnel. IPS is responsible for all personnel and human resources decisions related to the personnel who provide the services that IPS is required to provide pursuant to this Agreement.

6.03 Collective Bargaining. Employees of Operator who work in the School (“School Personnel”) may organize and collectively bargain under IC 20-29.

6.04 Participation in Retirement Funds. School Personnel are entitled to participate in either the state teachers’ retirement fund created by IC 5-10.4 or the public employees’ retirement fund created by IC 5-10.3.

6.05 Employment Status. Unless expressly agreed otherwise in writing, School Personnel shall not be employees of IPS.

6.06 Certified Personnel. The School's certified personnel, whether School Personnel or personnel hired or employed by IPS, including without limitation all teachers and personnel providing special education and ESL services, shall at a minimum have the qualifications required by Applicable Law.

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

6.08 Employment Records. Operator is responsible for maintaining the employment records for all School Personnel.

6.09 Discipline and Oversight of Personnel. The Parties agree that an employee or contractor of a Party shall be subject to the oversight and applicable disciplinary policies and procedures of that Party. If a Party believes that the performance or actions of an employee or contractor of the other Party who works in or provides services at the School is insufficient or are not appropriate, it may inform the other Party, and the Parties shall work together to promptly resolve the concerns.

## ARTICLE VII: POLICIES AND PROCEDURES

7.01 Policies and Procedures. Operator represents that the general operational policies and procedures that it plans and intends to use in operating the School shall be provided to IPS by no later than May 15, 2015 ("School Policies"). If Operator makes any material changes to the School Policies during the term of this Agreement, it shall provide notice of such change and an updated copy of the affected policies or procedures within 30 days of the adoption of such change.

7.02 Required Policies and Procedures. The School Policies must include, without limitation, policies and procedures relating to the manner in which Operator will (a) receive and address complaints and other comments from students' parents and guardians, other stakeholders, and the public generally; (b) receive and resolve grievances and complaints from School Personnel; (c) comply with Title IX; (d) comply with the McKinney-Vento Act; and (e) implement School discipline, including the process for appealing disciplinary decisions. The School Policies also must include any other policies and procedures required by Applicable Law.

## ARTICLE VIII: FACILITIES

8.01 Facilities and Permitted Use Thereof. The Building and related equipment, furnishings, and property improvements, including any athletic fields and related improvements, and the land (the "Land") on which the Building and related improvements are located, are collectively referred to herein as the "Facilities." The Parties acknowledge that all Facilities are owned by IPS. Beginning on June 15, 2015 ("Commencement Date"), and during the Term of this Agreement, Operator may use and occupy the Facilities solely for the operation of the

School as permitted by this Agreement and Applicable Law. Operator shall not use, or permit the use of, the Facilities for any other purpose, including without limitation any use of the same that would be deemed to be a public or private nuisance, or for purposes that are not related to its operation of the School. Operator shall abide by all reasonable rules and regulations established by IPS for purposes of reasonably protecting and preserving the Facilities. At least annually, Operator will make a good faith determination as to whether it will use all the equipment, furniture, furnishings, and other personal property of IPS in the Facilities that is permitted to be used by Operator in connection with its operation of the School (the "Furnishings"). To the extent there are such Furnishings that Operator has determined it is not using and will not use for such purposes, Operator will provide IPS with a list of such Furnishings, and IPS will remove them within 30 days of submission of the annual equipment list. Operator will not be liable for maintenance or damages for such Furnishings IPS does not remove. IPS reserves to itself the use of the Land and Building to the extent they are not being used in connection with the operation of the School.

8.02 Use by Community Groups. The use of the Facilities by community groups ("Community Groups") shall be prohibited without the consent of IPS, which may be withheld in its sole discretion. Any such use shall also require that such Community Groups execute the standard form use and waiver documents, and provide evidence of appropriate insurance (including without limitation commercial general liability and worker's compensation coverage), as then may be required by IPS. IPS reserves the right to use the Facilities for its own purposes or by Community Groups so long as such use does not interfere with Operator's use of the Facilities for school purposes.

8.03 Changes in the Building. IPS reserves the right to change the Facilities by changing the exterior facade of the Building or the number and use of all buildings on the Land other than the Building; provided that the size of the Building shall not be materially decreased and the exterior entrances to the Building shall not be closed or materially obstructed. IPS shall, to the extent reasonably possible, make such changes at times other than during School Hours.

8.04 AS IS Condition. Operator hereby agrees and acknowledges that the Facilities are being made available in an "AS IS" condition, without warranty or representations of any type, including, without limitation, any implied warranties of habitability or suitability for a particular purpose. Operator hereby acknowledges that it has had the opportunity to perform, and to the extent it so desires has performed, such inspections of the Facilities and is relying solely upon such inspections as the basis for accepting the Facilities in their "AS IS" condition and is not relying in any way upon any statement of IPS or any information provided by IPS or on IPS' behalf. Notwithstanding anything to the contrary in this section, IPS shall deliver the Facilities in a condition acceptable to the Indiana State Department of Health for the operation of a school, and shall cooperate with Operator in identifying repairs, cleaning, or alterations reasonably required for the School. All Furnishings located in the Building as of the Commencement Date shall be available for Operator's use in operating the School.

8.05 Holding Over. In the event Operator remains in possession of the Building with IPS' written permission after the termination of this Agreement, Operator shall be deemed to be occupying the Building as a tenant at sufferance and shall immediately vacate the Building upon written request from IPS.

8.06 Surrender of the Facilities. On the termination of this Agreement, Operator shall leave the Facilities in good condition and repair. Operator shall return and surrender to IPS all keys, security access cards, mail box keys, and keys to interior doors and improvements that were provided to Operator by IPS. Operator shall remove from the Facilities all of its trade fixtures, operating equipment, furniture, and other personal property, and shall repair any damage occasioned by any such removal not later than the termination date of this Agreement. In no event shall Operator remove any Furnishings, Facilities, or personal property provided by IPS. The obligations under this Section shall survive the termination of this Agreement.

8.07 Possession. Operator shall have the right to assume possession of the Building on the Commencement Date, subject to the terms of this Agreement. To the extent reasonably necessary for planning purposes, Operator may request permission for access to the Building prior to the Commencement Date, and such permission shall not unreasonably be withheld. Such access shall not interfere with the current school's operation or student learning.

8.08 Services. IPS agrees to furnish Operator the following services related to the Facilities (the "Services") in a manner in which such services are customarily provided in schools that IPS operates:

- (a) Hot and cold water;
- (b) Sanitary sewer service;
- (c) Electrical and gas service;
- (d) Heating, ventilating and air conditioning ("HVAC") service during the hours of 6:00 a.m. to 6:00 p.m. during normal school days for the School ("School Hours"), but HVAC service shall be available for non-School Hours provided that Operator shall reimburse IPS for the excess costs of such service based on a per hour rate reasonably established by IPS as an estimate of the costs of such service;
- (e) Fire protection sprinkler system;
- (f) Periodic window washing of the exterior side of the exterior windows of the Building;
- (g) Dumpster service; and
- (h) Intercom and bell services.

8.09 Security-Related Information Technology. IPS shall provide security-related information technology for the School. IPS shall provide Operator with access control cards to the Facilities in substantially the same manner as it provides such cards at IPS' other schools, and Operator shall be responsible for distributing and maintaining such cards. Any security-related equipment shall be included in the term Furnishings. Notwithstanding the foregoing, IPS security cameras shall remain in the current locations, subject to relocation of such cameras by IPS from time to time. IPS shall provide security and emergency notice services in a manner consistent with its procedures for other IPS schools, as established from time to time, for periods

other than School Hours. IPS shall be responsible for the maintenance and repair of fire monitoring and access control equipment in a manner consistent with its practice for other IPS schools and subject to reasonable restrictions established by Operator. This Section shall be subject to the provisions of the Maintenance Appendix as defined below. IPS shall provide bridge access to the security systems, including camera monitoring, HVAC, door access control, and fire systems as customarily provided to other IPS schools. The Parties shall cooperate to develop a communication protocol allowing for notification of IPS in case of an emergency regarding the Facilities or in case of a security breach regarding the Facilities during non-School Hours. Operator shall provide IPS with a list of any security equipment that it may purchase and shall collaborate with IPS to insure consistency between Operator's and IPS' standard security equipment and needs. IPS shall not be responsible for any costs incurred by Operator in purchasing additional security equipment, nor for any additional costs resulting from the use or the inconsistency of the security systems.

8.10 Technology Infrastructure; Network Services. IPS is responsible for providing, repairing, and maintaining technology infrastructure and network services at the School. Any repairs required for such infrastructure and network services shall be provided in the same manner provided to other IPS schools. The initial information technology equipment located at the School as of the commencement of the Term is included in the defined term Furnishings. IPS shall provide internet and phone service to the School in the same manner they are provided to other IPS schools. IPS will not be provided with access to Operator's internet or communication systems except as is required for IPS to provide the services required under this Agreement, including required monitoring systems, camera monitoring, HVAC, door access control, and alarms. All internet, telephone, and other communication services provided pursuant to this Section 8.10 shall be used by Operator solely for purposes of operating the School.

8.11 Snow and Ice Removal. IPS shall provide snow and ice removal from the sidewalks, parking areas, and driveways at the Facilities at times during School Hours so as to provide clear pathways for the School's students and staff for ingress and egress to the Facilities and parking for the School's staff and visitors.

8.12 Suspension of Services. IPS reserves the right to suspend service of the HVAC, electrical, gas, water, plumbing or other mechanical systems in the Building, and sweeping, snow removal and maintenance of the Facilities, when necessary by reason of governmental regulations, civil commotion or riot, accident or emergency, or for repairs, alterations, or improvements which in the reasonable judgment of IPS are necessary, or for weather or any other reason beyond the power or control of IPS. IPS shall not in any way be liable or responsible to Operator for any loss or damage or expense which Operator may sustain or incur if, because of conditions beyond IPS' control, the quantity or character of any utility service is changed or is no longer available or suitable for Operator's requirements. IPS shall make commercially reasonable efforts to ensure that the utility services or mechanical systems are reinstated as soon as reasonably possible. IPS shall use commercially reasonable efforts, consistent with its procedures at other IPS schools, to complete all repairs, alterations, and maintenance in a manner that is calculated to avoid any material interference with the operation of the School.



8.13 Excessive Use. In the event that any lights, machinery, or equipment, including but not limited to, computers and servers, used by Operator in the Facilities materially affects the temperature otherwise maintained in the Facilities, or if Operator's use of the Facilities results in Services listed in this Article being used in excess of that which is reasonable and customary for a similarly operated school in a building owned by IPS of a similar age and condition with an academic program substantially similar to the Curriculum, the costs of such excess Services as determined by IPS, acting reasonably and in good faith, shall be charged to Operator and shall be immediately due to IPS. If IPS reasonably determines that Operator's use of the School resulted in such electrical, gas, water, or sewage usage that can be shown to exceed the usage at comparable schools operated by the IPS, with an academic program substantially similar to the Curriculum, IPS shall be entitled to install meters, submeters, or other measuring devices to determine the consumption of such Services in the Facilities and to bill Operator for such excess use as is determined by such measuring devices.

8.14 IPS' Maintenance and Repair Obligation. IPS shall keep the foundation, walls, exterior windows, and exterior and interior doors (including window and door frames, door hardware, opening and closing systems, and plate glass in said windows and doors), structural columns, HVAC and fire protection, and security equipment and systems relating to or serving the Facilities wherever located, and gas, electrical, water, and sanitary sewer systems and equipment relating to or serving the Facilities in good condition and repair as provided in more detail in the Maintenance Appendix attached hereto as Exhibit G and made a part hereof (the "Maintenance Appendix"). In addition, IPS shall keep the parking areas, driveways, sidewalks, entryways, loading docks, roof, gutters and downspouts in or adjacent to the Facilities, or used by Operator in connection with its operation of the School, in good condition and repair. Any maintenance, repairs, or replacements to such matters made necessary by any negligence or willful misconduct of Operator, its agents, employees, invitees, or students attending the School (collectively, "Operator's Affiliates") shall be paid for by Operator. IPS, at reasonable times and without prior notice, may inspect and make repairs to the Facilities as IPS reasonably may deem necessary, and to alter, improve, or repair any portion of the Facilities. IPS shall use reasonable efforts to restrict inspections and repairs requiring entry into the Facilities to other than the School Hours, or to otherwise perform the same so as to avoid any material interference with the operation of the School in the same manner as it does for other IPS schools.

8.15 Orderly Manner. Operator shall maintain the portions of the Building that it uses in a neat, clean, and orderly manner.

8.16 Alterations. Except as otherwise agreed by the Parties in writing, Operator shall not paint, decorate, install canopies or awnings, or in any way change the Building (or the appearance thereof). No remodeling, additions, alterations or structural change shall be made in the Building by Operator without the prior written consent of IPS, which shall not be unreasonably withheld. Operator shall have the right to attach non-permanent materials and fixtures to the walls of the Building, and install all furniture, furnishings, and equipment it reasonably deems necessary or desirable for its operation of the School, all at no cost to IPS, and Operator may remove any such items at its discretion. No additions to the existing Building or the construction of new buildings by Operator shall be permitted unless agreed by the Parties in writing. Any improvements, furnishings and equipment installed on the Building shall be maintained by Operator, at Operator's expense, in good condition and repair. All permitted

alterations, changes, partitions, and installations of improvements (the “Alterations”) shall be performed by a contractor duly licensed by the state or local authority responsible for licensing building contractors and approved by IPS, such approval not to be unreasonably withheld. Operator hereby agrees to indemnify and save harmless IPS from any and all costs or expenses, including attorneys’ fees, that IPS may incur by reason of any claim for labor performed or material furnished or violation of any federal, state or local statute, regulation, code, ordinance or other law that may arise by reason of the installation of any Alteration or fixtures, equipment or partitions by Operator as herein provided. No installation of, repair to, or other activity concerning equipment within or other Alterations made to the Building shall: (i) adversely affect the structural integrity of the Building; (ii) impair or affect the weather-tight condition of the roof or decrease the roof’s useful life; (iii) overload electrical circuits or equipment; (iv) overload or unreasonably burden plumbing, water or sanitary sewage disposal facilities; (v) overload, unreasonably burden or otherwise adversely affect heating, air conditioning and other mechanical facilities or equipment; or (vi) otherwise affect the Building in any materially adverse way. Any and all personal property and unattached equipment installed by Operator may be removed at the termination of this Agreement, provided that Operator shall repair any and all damage caused by the removal of any such personal property or unattached equipment. Any personal property and unattached equipment remaining in the Building upon termination of this Agreement shall, if not removed within 10 days after written demand from IPS to Operator to remove the same, at IPS’ option in its sole discretion, become the property of IPS, and IPS may retain or dispose of such personal property and unattached equipment in its sole discretion and without liability to account to Operator; provided, Operator shall reimburse IPS for the costs of storing or disposal of such personal property or unattached equipment. Operator shall submit to IPS detailed plans and specifications in connection with any Alterations and evidence that said plans and specifications are in compliance with Applicable Law. IPS reserves the right, along with any architects or other consultants retained by IPS to inspect any completed Alterations, and, if Alterations are not in compliance with any Applicable Law, Operator shall, at Operator’s cost, make such modification or alteration to the completed Alterations as shall be required to bring the same in compliance. IPS’ consent to the plans and specifications, or any work proposed or completed by Operator, shall not be deemed a representation or affirmation regarding compliance with any such Applicable Law or regarding the suitability of such Alterations for Operator’s intended purposes. In any event, Operator shall not remove any improvements and shall surrender the Premises at the end of the Term in good condition and repair, ordinary wear and tear and damage by casualty or condemnation excepted.

8.17 Signage. All of Operator’s exterior signage and interior signage visible from outside the Building shall be subject to approval of IPS, which IPS will not unreasonably withhold.

8.18 Environmental. Except for “Hazardous Materials” (as such term is defined herein) stored or used in the ordinary course of Operator’s operation of the School and in compliance with Applicable Law, Operator shall not cause or permit any Hazardous Materials to be brought, used, stored, generated, or disposed of on, in, under, or about the Facilities, by Operator or Operator’s Affiliates in violation of any “Hazardous Materials Laws” and shall operate from the School in full compliance with all “Hazardous Materials Laws,” as defined below. Operator shall be solely responsible for the violation of Hazardous Materials Laws caused by Operator’s or Operator’s Affiliates. IPS shall be solely responsible for the violation of

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

8.19 Waiver of Subrogation. IPS hereby releases Operator from any liability to IPS (or anyone claiming through or under Operator by way of subrogation) for any loss or damage to the Facilities, caused by fire or other perils normally covered by standard casualty insurance whether or not such property is actually insured against any such loss, even if such loss or damage shall have been caused by the fault or negligence of Operator or Operator’s staff, contractors, students, visitors, employees, officers, invitees or agents (collectively, “Operator’s Occupants”). Operator hereby releases IPS from any liability or responsibility to Operator (or anyone claiming through or under IPS by way of subrogation) for any loss or damage to Operator’s property caused by fire or other perils normally covered by standard casualty insurance, whether or not such property is actually insured against any such loss or damage, even if such loss or damage shall have been caused by the fault or negligence of IPS or IPS’ staff, contractors, students, visitors, employees, officers, invitees, or agents (collectively, “IPS’ Occupants”). Any fire and casualty insurance obtained by IPS or Operator shall recognize this Section and contain an appropriate waiver of subrogation clause.

8.20 Liens. Operator shall not through its actions allow the Facilities to become subject to any security interest, lien, charge, or encumbrance whatsoever. If any mechanic’s lien, materialmen’s lien or other lien is placed against the Facilities as a result of Operator’s actions, or those of Operator’s Affiliates, Operator shall, within 40 days after notice thereof, remove same or cause the same to be released and discharged of record by posting a bond with the appropriate court of law in the amount of the lien. Operator shall indemnify and hold IPS harmless in the event of any default by Operator under this provision, which indemnification shall survive the expiration or sooner termination of this Agreement.

8.21 Casualty. In the event the Building or other Facility is partially or totally destroyed by fire or other casualty, then, subject to the following terms of this Section, IPS shall repair or restore the same to substantially the same condition as existed prior to such fire or other casualty. Notwithstanding the foregoing provision, in the event the Building or other Facility is partially or totally destroyed by fire or other casualty, and such damage will result in uninsured costs in excess of \$100,000 to repair or restore, IPS in its sole discretion shall have the option to either rebuild and repair the Building or other Facility or to terminate this Agreement. IPS shall

give notice in writing to Operator of IPS' election to rebuild and repair or to terminate this Agreement, as the case may be, within 30 days of the happening of the event of destruction or damage ("IPS' Casualty Election"). IPS shall use all commercially reasonable efforts to provide temporary space in another school owned or run by IPS and, if reasonably possible, located within a radius of five miles of the Building, for Operator following a casualty loss unless IPS has elected to terminate as permitted above; provided, however, that IPS shall have no obligation to provide temporary space for Operator if the period in which the Building or other Facility is unavailable for Operator's use is 10 days or less. If the Building or other Facility is rendered partially or wholly untenable from fire or other casualty, and if IPS does not provide temporary space, Operator shall have the option to terminate this Agreement, so long as Operator provides written notice to IPS of Operator's exercise of the option to terminate within 30 days of receipt of IPS' Casualty Election. In the event IPS elects to rebuild and repair and Operator does not exercise its option to terminate, IPS shall proceed with the same as soon as practical and in all events shall use commercially reasonable efforts to cause such rebuilding and repair to be completed to substantially the same condition as existed prior to such destruction as soon as is reasonably possible.

8.22 Eminent Domain. If the whole or any material part of the Building or Facilities shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, this Agreement shall terminate as of the later of (a) the day possession shall be taken by such public or quasi-public authority or (b) 90 days following Operator's election to terminate, which election shall be available to Operator at any time after notice of the planned taking or acquisition is given. All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Facilities, shall be the sole property of IPS, and Operator hereby assigns to IPS all of Operator's right, title, and interest in and to any and all such compensation; provided, however, that IPS shall not be entitled to any award specifically made to Operator for the taking of Operator's furniture, furnishings, and improvements.

8.23 Taxes. The Building and Land are currently exempt from all real estate taxes. To the extent that any real estate taxes are assessed against the Building and Land during the Term of this Agreement, IPS shall be responsible for paying such taxes. Operator shall be responsible for all taxes imposed on its own fixtures, equipment, and other personal property.

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

8.25 No Lease. The Parties acknowledge and agree that this Agreement is not a lease, provides no real estate interest in the Building or Land, and provides to Operator merely a right to possession of the Facilities for the limited and exclusive purpose of operating the School.

8.26 Additional Equipment. By no later than July 1, 2015, IPS shall make available to Operator, solely for School use, no fewer than three multi-functional copy/print/scanner/fax units that are reasonably comparable to other such units in use at other IPS schools. At least one unit shall be a color unit and two units shall be black and white units. IPS will pay reasonable costs for ordinary repairs and routine maintenance.

#### ARTICLE IX: FINANCIAL MATTERS

9.01 Monthly Payment. Beginning on August 1, 2015, and on or before the first business day of each month thereafter during the term of this Agreement, IPS shall pay Operator a monthly payment (“Monthly Payment”) that is equal to (a) the sum of \$635.91, multiplied by (b) the number of students reported in the most recent Average Daily Membership (“ADM”) count for the School as reported to the IDOE.

9.02 ADM. The ADM for the School shall be determined pursuant to Applicable Law then in effect. The Parties agree that there currently are two ADM counts each year and that the amount of each Monthly Payment shall be based on the most recent ADM count. Operator shall report the ADM to IPS in a timely manner as required by Applicable Law. Operator represents and warrants that the ADM it reports to IPS shall be complete and accurate.

9.03 Management Fee. Beginning on August 1, 2015, and on or before the first business day of each month thereafter during the term of this Agreement, IPS shall pay Operator an additional monthly payment for a management fee that is equal to (a) the amount of the Monthly Payment, multiplied by (b) a percentage, which shall initially be 10 percent and then shall decrease each year by one percentage point until it reaches three percent, as follows:

- (i) 10 percent from August 1, 2015 through July 31, 2016;
- (ii) nine percent from August 1, 2016 through July 31, 2017;
- (iii) eight percent from August 1, 2017 through July 31, 2018;
- (iv) seven percent from August 1, 2019 through July 31, 2020;
- (v) six percent from August 1, 2020 through July 31, 2021;
- (vi) five percent from August 1, 2021 through July 31, 2022;
- (vii) four percent from August 1, 2022 through July 31, 2023; and
- (viii) three percent from August 1, 2023 until this Agreement terminates.

9.04 ESEA and Other Governmental Funding. Operator shall cooperate with IPS in IPS’ efforts to obtain applicable federal Elementary and Secondary Education Act funds for the School, including without limitation Title I, Title II, and Title III funds, and other governmental funding, in the same manner that other IPS schools cooperate in such efforts.

9.05 Preoperational Funds. On or before June 15, 2015, IPS shall pay Operator the sum of \$175,000 to be used in Operator's preparations to operate the School.

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

9.07 School Improvement Grants. The Parties shall engage in their best efforts to cooperate in attempting to obtain School Improvement Grants for the School. To the extent any such grant funds are awarded for use in the School, they shall supplement and not supplant any other amounts that Operator is to receive from IPS pursuant to this Agreement.

9.08 Technology and Licensing Funds. On or before June 15, 2015, Operator shall identify to IPS the blended learning licenses, software, hardware, and other such items to be utilized solely in the School that Operator reasonably needs for the School. IPS shall pay up to, but not in excess of, \$252,909 to fund the purchase of such items. The Parties shall reasonably cooperate in their efforts to purchase such items.

9.09 Contracting.

(a) General Contracting. Each Party is responsible for obtaining, contracting with, and paying its own vendors for goods it acquires and services it provides under this Agreement.

(b) Purchasing and Procurement. Each Party will be subject to the purchasing and procurement laws and requirements applicable to that Party.

9.10 Accounting and Audits. Operator shall comply with generally accepted fiscal management and accounting principles. In addition to any audits required by Applicable Law, Operator shall submit to IPS within 180 days following the end of each fiscal year during the term of this Agreement financial statements audited by an independent certified public accountant.

## ARTICLE X: COMMUNITY RELATIONS

10.01 Community Engagement. Operator shall perform an assessment of community needs and conditions affecting students who reside in the Attendance Area and are eligible to attend the School, and shall develop a plan for engaging the community to, and promoting community partnerships that will, assist Operator in meeting such students' needs.

10.02 Media and Communications. The Parties shall reasonably cooperate in responding to any media communications regarding the School or its operation.

10.03 Joint Meetings. Operator and IPS shall hold a joint public meeting that complies with IC § 20-25.5-4-7 at least two times each year to discuss issues and progress concerning the School, and shall reasonably cooperate in scheduling, publicizing, and coordinating such meetings.

## ARTICLE XI: ADDITIONAL SERVICES

11.01 Transportation. IPS shall provide transportation on school days to students who are enrolled in the School in the same manner that transportation is customarily provided to students who attend other schools operated by IPS, including without limitation transportation for field trips, non-program activities, electives, and extra-curricular activities for the School's students to the same extent and in the same manner that IPS provides transportation for students in other IPS schools. In the event that Operator provides summer school, Operator and IPS will cooperate as reasonably necessary to develop a plan for providing transportation for the School's students who are enrolled in summer school, and IPS will provide transportation services for such Students to the same extent and in the same manner that IPS provides transportation for students in other IPS schools enrolled in summer school. The Parties agree that the School's students waiting for or travelling in transportation provided by IPS remain subject to the School's applicable rules, regulations, and code of conduct, and that the Parties will cooperate with respect to any discipline that relates to a student's ability to travel in IPS transportation. In the event there is an accident or other incident concerning student safety that occurs while the School's students are travelling in transportation that IPS provides, IPS will promptly notify Operator.

11.02 Food Services. IPS shall provide food services at the School and the Operator will provide to IPS all demographic information required by law for all students enrolled in the School to qualify and participate in the free and reduced-price breakfast, lunch, and snack programs. IPS will provide all free and reduced-price breakfast, lunch, and snack programs, and other available federally funded services for which the School's students qualify, at a level equitable to those services provided to students at the same grade level who attend other schools operated by IPS

11.03 Media Services. IPS shall provide personnel to support media services at the School in a manner consistent with how IPS provides personnel to support such services in other IPS schools. Such personnel shall reasonably cooperate with Operator in providing such services to support the School's Curriculum.

11.04 Social Services. IPS shall provide a social worker who will provide services at the School in a manner consistent with how social workers generally provide such services at other IPS schools. Such social worker shall reasonably cooperate with Operator in providing such services at the School.

11.05 Cost of Goods and Services. The Parties agree that to the extent IPS provides any goods or services to Operator, whether pursuant to this Agreement or otherwise, IPS may not charge Operator more for such goods or services than IPS pays for them.

## ARTICLE XII: REPORTS

12.01 Reports. The Parties will cooperate in identifying the reports that Operator will be required to provide to IPS, including financial and other reports, and the schedule on which such reports will be provided. The Parties anticipate that such reports will be substantially similar to reports submitted by other IPS schools. Operator shall in any event provide all

information and reports reasonably necessary to allow IPS to obtain public funding and otherwise comply with Applicable Law.

### ARTICLE XIII: INTELLECTUAL PROPERTY

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

13.02 Name. Operator owns the intellectual property right and interest to the name Phalen Leadership Academy-Indiana. During the Term of this Agreement, Operator grants to IPS a perpetual license to use the name as it relates to the School and the relationship the Parties have pursuant to this Agreement.

### ARTICLE XIV: INSURANCE AND RISK OF LOSS

14.01 Insurance Coverage. Operator shall secure and keep in force during the Term of this Agreement commercial general liability insurance coverage, including contractual coverage, automobile liability insurance coverage, and sexual misconduct and molestation coverage, with minimum liability limits of \$5,000,000 per occurrence. IPS is to be named as an additional insured for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School or any event arising therefrom. IPS shall maintain casualty insurance on the Facilities in substantially the same manner as it insures other IPS schools. Operator shall also provide (a) broad form casualty coverage for all personal property at the Schools, including the Furnishings, which coverage shall be on a full replacement value basis, and (b) worker's compensation insurance to the extent required by the laws of the State of Indiana. Any deductible or other similar obligation under Operator's insurance policies shall be the sole obligation of Operator and shall not exceed \$25,000.

14.02 Form of Policies. All of Operator's insurance policies shall be issued by insurance companies qualified to operate in Indiana and otherwise reasonably acceptable to IPS. Such policies shall name IPS, and such other related parties as IPS elects, as additional insureds. Evidence of insurance shall be delivered to IPS on or before the Effective Date, and thereafter within 30 days prior to the expiration of the term of each such policy, or immediately upon Operator's obtaining a new policy.

14.03 Indemnification. Subject to the policy limits of the insurance coverage required by this Agreement, each Party will protect, indemnify, and save harmless the other Party for all claims and suits, including court costs, attorneys' fees, and other expenses, caused by the indemnifying Party's acts or omissions in relation to the School or this Agreement.



14.04 Evidence of Insurance. Each Party will furnish a certificate of insurance to the other Party evidencing the required coverage within 30 days after the Effective Date of this Agreement and annually thereafter. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within 30 days of such occurrence.

14.05 Cooperation. To the extent that it is reasonably practicable, each Party will comply with any information or reporting requirements required by any of the other Party's insurers.

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

#### ARTICLE XV: SAFETY OF STUDENTS

15.01 Health and Well-Being of Students. The Parties will use their best efforts to protect the safety and well-being of students enrolled in the School. The Parties acknowledge that they are subject to and will comply with all requirements of applicable law, and agree that, in the event that, in connection with his or her attendance at the School, any student is injured, experiences bullying, or otherwise encounters a situation in which the safety or well-being of that student is at issue, both Parties will communicate regarding the incident or situation, cooperate to take immediate action to obtain help for or assist the student, and work to quickly address any ensuing problems.

15.02 IPS Police Department. Operator may utilize the IPS Police Department to the same extent and in the same manner as other IPS schools.

#### ARTICLE XVI: IMMUNITY

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

16.02 Mutual Release from Liability. To the extent permitted by Applicable Law, each Party will release the other Party and all of its respective employees, officers, directors, trustees, subcontractors, and agents from any losses, liabilities, damages, and claims that may arise out of, or by reason of, any act or omission of the releasing party under this Agreement. This mutual release applies only to the extent that it reiterates existing law and enforces each Party's obligations as may be permitted by law. This mutual release does not and shall not be construed to expand or increase the liability or scope of its liability of either Party. To the extent that this provision purports to create liability or potential liability on the part of either Party beyond its legal authority or power to incur liability, this Section 16.02 is invalid.

#### ARTICLE XVII: TERM OF THE AGREEMENT; TERMINATION

17.01 Term. The initial term of this Agreement shall begin on June 15, 2015 (the "Effective Date") and end on June 30, 2020 ("Initial Term"). The Agreement shall automatically

renew for successive five-year terms (each a “Renewal Term”) unless a Party provides written notice to the other Party not less than 180 days prior to the expiration of the Initial Term, or the then current Renewal Term, that it does not wish to renew the Agreement for a Renewal Term. As used herein, a “Term” includes the Initial Term and any and all Renewal Terms. This Agreement is subject to the Termination provisions below.

#### 17.02 Termination.

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

(b) Material Breach: For purposes of Section 17.02(a), a “material breach” of this Agreement shall include the failure of a Party to comply with or fulfill any material obligation, condition, term, provision, or covenant contained in this Agreement, including without limitation any failure by Operator to meet generally accepted fiscal management and government accounting principles, comply with Applicable Law, or meet the Educational Goals set forth in this Agreement.

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

(d) Termination Related to Academic Performance. IPS may terminate this Agreement if the School is placed in one of the lowest two categories of school improvement for three or more consecutive years in which it is operated by Operator. A termination under this Section 17.02(d) shall be effective at the end of the then current school year so long as notice of such termination is provided by the later of 180 days prior to the end of the then current school year or within 45 days of the IDOE’s publication of the School’s rating.

(e) Termination Related to Funding. If after June 1, 2017, Operator has used its best efforts to obtain funds other than payments from IPS to fund the School’s operations, but has been unable to raise funds reasonably necessary to enable it to operate the School and implement the Curriculum, then Operator may terminate this Agreement no later than 60 days prior to the scheduled start of the next school year; provided, however, that in no event shall Operator be permitted to terminate the Agreement pursuant to this subsection during a school year. If after June 1, 2017, IPS cannot reasonably provide the payments to which Operator is entitled under this Agreement, IPS may terminate the Agreement no later than 60 days prior to the scheduled start of the next school year; provided, however, that in no event shall IPS be permitted to terminate the Agreement pursuant to this subsection during a school year.

(f) Bankruptcy; Dissolution. This Agreement will terminate immediately upon the (i) filing by any Party of a voluntary petition in bankruptcy; (ii) adjudication of such Party as bankrupt; (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of such Party under the United States

Bankruptcy Code or any other similar state or federal law dealing with creditors' rights generally; (iv) appointment of a receiver, trustee or other similar official of such Party or its property; or (v) the dissolution of its corporate entity.

(g) Change in Applicable Law. If any change in Applicable Law is enacted after the Effective Date will have a material adverse effect on the ability of any Party to carry out its obligations under this Agreement, such Party may, at its election and upon written notice to the other Party, terminate this Agreement or request renegotiation of this Agreement for purposes of complying with such changes in Applicable Law, with any such renegotiation to be undertaken in good faith. If the Party elects renegotiation and the Parties are unable to renegotiate and agree upon revised terms within 30 days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the school year in which such notice was given.

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

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

## ARTICLE XVIII: GENERAL AND MISCELLANEOUS PROVISIONS

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

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

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

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

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

**For IPS:**

Dr. Lewis Ferebee  
120 East Walnut Street  
Indianapolis, IN 46204

**For Operator:**

Earl Martin Phalen  
11001 Marina Drive, #410  
Quincy, MA 02171

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

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

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

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

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

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

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

PHALEN LEADERSHIP ACADEMY-INDIANA, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BOARD OF SCHOOL COMMISSIONERS OF THE CITY OF INDIANAPOLIS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_