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CONTRACT FOR THE OPERATION OF TURNAROUND ACADEMY

EDS #A58-3-13OT-0911

This Contract ("Contract"), entered into by and between the **Indiana Department of Education** ("State" or "IDOE"), **Charter Schools USA, Inc.**, the Turnaround School Operator (TSO Contractor) is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of the TSO Contractor

In addition to any other duties and obligations set forth herein, the TSO Contractor shall perform all duties and obligations necessary to operate **Emma Donnan Middle School** (the "School" or "Turnaround Academy"). Unless otherwise excepted by law, the TSO Contractor shall have the powers and provide the services to operate the School consistent with those of a local education agency ("LEA") operating a public school in Indiana. These services include, but are not limited to:

A. Transportation for special education students and students covered under the McKinney-Vento Homeless Assistance Act;
B. Food service;
C. Education and administrative technology and technology support;
D. Special education services under IC 20-35 and 511 IAC 7;
E. Career and technical education services under IC 20-20 and 511 IAC 8;
F. Custodial, maintenance, grounds keeping, and other services;
G. Instructional services in a particular curriculum area;
H. Textbooks and supplemental materials under IC 20-26-12, and 511 IAC 9;
I. Student services under 511 IAC 4;
J. Extracurricular activities.

In addition to and consistent with the services identified above, the TSO Contractor shall provide all services identified in the Final Turnaround Plan submitted to and approved by IDOE's Office of School Improvement and Turnaround ("Final Turnaround Plan"), which is attached hereto as Exhibit A and incorporated herein by reference. The TSO Contractor shall provide all services in accordance with all applicable federal, state and local laws and/or rules relating to the operation of public schools in Indiana and pursuant to any guidance provided by IDOE.

The State shall provide technical assistance to the TSO Contractor for special education services that the TSO Contractor is required to provide to students attending the Turnaround Academy. The TSO Contractor shall work with the State and any contractors the State hires to provide technical assistance to the TSO Contractor relating to special education services. The TSO Contractor shall consider the recommendations, guidance, and action plans offered by the State or its technical assistance contractors with respect to Individuals with Disabilities Education Act and 511 IAC 7.

The services outlined above shall constitute the scope of work to be performed by the TSO Contractor and shall hereinafter be referred to in the Contract as "the Work" or "Services."

2. State and Other Funding of School Operations

A. The School Operations shall be funded as follows:

1. from state tuition support as provided under Ind. Code 20-31-9.5-3;

2. from all federal funds (including but not limited to Race to the Top and School Improvement Grant funds), to which the School or its students are entitled and from funds that would be provided for the benefit of the same, as well as any funds for which the TSO Contractor is eligible;

3. subject to any necessary application and approval, from such other federal, state and local funds available to the School, its students or the TSO Contractor; and

4. from grants (public or private) and any other funding to which the School, its students or the TSO Contractor may be entitled.

B. The list provided herein shall not limit the funding or funding sources of the School, its students or the TSO Contractor. The TSO Contractor shall be eligible to receive federal funds consistent with the Turnaround Academy being defined as the local educational agency ("LEA") for purposes of federal funding and contingent upon the TSO Contractor completing the necessary application(s) and obtaining approval of the application(s). When appropriate and if necessary under federal grant requirements, the State will apply for the benefit of the Turnaround Academy or allow a non-profit entity to apply on behalf of the Turnaround Academy. The TSO Contractor shall also be entitled to apply for and receive funding from other sources, including state level grants, as part of its operation of the Turnaround Academy.

The parties agree to cooperate to ensure any property or equipment located in the Turnaround Academy or on the property at the beginning of the 2011-2012 school year shall remain for use by the TSO Contractor. To the extent that any property or equipment has been improperly removed, upon a reasonable showing by the TSO Contractor, the State shall provide funding to purchase and replace assets, educational technology and such other furniture, fixtures and equipment when the property cannot be otherwise restored within a reasonable time period.

3. Term

This Contract shall be effective for a period of four (4) year ("Term"). The Term shall commence on **July 1, 2012** and shall remain in effect through **June 30, 2016.**

4. Access to Records

The TSO Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this Contract. It shall make such materials available at its respective offices at all reasonable times during this Contract for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors

The TSO Contractor binds its successors and assignees to all the terms and conditions of this Contract. The TSO Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Such consent may not be unreasonably withheld.

The State shall have the authority to assign to the executive of a city or county certain duties and obligations set forth herein upon the State sending written notification of the assignment to the TSO Contractor and the School Corporation. In the event the State assigns any of its duties and obligations under this Contract, the State shall have no further obligation to the TSO Contractor with respect to those duties and obligations (except the obligations the State shall have to fund the School pursuant to Section 2 above), unless and until such assignment is modified or terminated. Any obligation to the TSO Contractor with respect to the assigned duties and obligations shall be borne by the assignee. In the event the assignment is terminated, the State shall resume obligation for the previously assigned duties and obligations and shall notify the TSO Contractor and School Corporation of the same.

6. Audits

The TSO Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, *et seq.*, and audit guidelines specified by the State.

Where applicable, where any federal funds are received by the TSO Contractor or the TSO Contractor's subcontractor following the expiration of this Contract, the TSO Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The TSO Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the TSO Contractor's fiscal year. The TSO Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit limited to funds paid through this Contract to the actual entity, or distinct portion thereof that is the TSO Contractor, and not of a parent, member, or subsidiary corporation of the TSO Contractor, except as otherwise required by applicable federal law. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the TSO Contractor is not out of compliance with the financial aspects of this Contract.

Upon request, the TSO Contractor agrees to provide the State documentation and/or audit reports confirming that the TSO Contractor is solvent and financially secure.

7. Authority to Bind TSO Contractor

The signatory for the TSO Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the TSO Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding when his/her signature is affixed, and accepted by the State.

8. Changes in Work

The TSO Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. Consistent with the scope of work, and due to the nature of work, the parties recognize the flexibility necessary in delivering an educational model and achieving the desired educational results. Except as provided herein, the TSO Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

9. Compliance with Laws

A. The TSO Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein which are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State to determine whether the provisions of this Contract require formal modification.

B. The TSO Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC 4-2-6, *et seq.*, IC 4-2-7, *et seq.*, the

regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the TSO Contractor is not familiar with these ethical requirements, the TSO Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ethics/. If the TSO Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the TSO Contractor. In addition, the TSO Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. The TSO Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The TSO Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the TSO Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the TSO Contractor is current in its payments and has submitted proof of such payment to the State. Authority to withhold payments is found in IC 4-13-2-14.5 for contractors on the tax warrant list for delinquent taxes.

D. The TSO Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the TSO Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the TSO Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the TSO Contractor, the TSO Contractor may request that it be allowed to continue, or receive work, without delay. The TSO Contractor must submit, in writing, a request for review to the Indiana Department of Administration ("IDOA") following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC 5-17-5.

F. The TSO Contractor warrants that the TSO Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The TSO Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC 5-22-3-7:
   (1) The TSO Contractor and any principals of the TSO Contractor certify that:
      (A) the TSO Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
         (i) IC 24-4.7 [Telephone Solicitation Of Consumers];
         (ii) IC 24-5-12 [Telephone Solicitations]; or
         (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines];
      in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
      (B) the TSO Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
   (2) The TSO Contractor and any principals of the TSO Contractor certify that an affiliate or principal of the TSO Contractor and any agent acting on behalf of the TSO Contractor or on behalf of an affiliate or principal of the TSO Contractor

(A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

10. Legal Compliance

All services provided by the TSO Contractor under this Contract must be performed in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not pay for work performed in violation of any federal, state or local statute, ordinance, rule or regulation.

11. Confidentiality of State Information

The TSO Contractor understands and agrees that data, materials, and information disclosed to the TSO Contractor may contain confidential and protected information. The TSO Contractor agrees data, material, and information gathered, based upon or disclosed to the TSO Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by TSO Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State or Turnaround Academy in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the TSO Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security numbers(s) is/are disclosed by TSO Contractor, TSO Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system.

12. Continuity of Services

A. The TSO Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The TSO Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The TSO Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days in the event of default or after this Contract expires; and
2. Negotiate in good faith a plan with the State to determine the nature and extent of phase-in, phase-out services required.

The TSO Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The TSO Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The TSO Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the TSO Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor TSO Contractor.

D. The TSO Contractor shall be reimbursed for all reasonable phase-in, phase-out costs including direct support provided by TSO Contractor. Direct support shall be limited to School-based personnel beyond the Term and external non-school based personnel of the TSO Contractor whose onsite services are necessary for phase in/phase out, which create transportation and human resources costs.

13. Debarment and Suspension

A. The TSO Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the TSO Contractor.

B. The TSO Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The TSO Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

14. Default and Termination

A. **State Termination for Cause.** The State may terminate this Contract for cause prior to the end of the Term for the reasons set forth below:

1. If TSO Contractor substantially breaches any of the material terms and conditions of this Contract and fails to remedy such breach within sixty (60) days after receipt of written notice of such breach from the State. The State may extend the time to correct or cure the breach beyond the time period set forth above if the State determines progress is being made and the extension is agreed to by the parties in writing;
2. The TSO Contractor is liquidated or dissolved;
3. The TSO Contractor makes any assignment of its assets for the benefit of a creditor;
4. The TSO Contractor files a voluntary petition under any federal, state, or local bankruptcy statute; and
5. A third party files an involuntary petition against the TSO Contractor under any federal, state, or local bankruptcy statute, which involuntary petition has not been dismissed or withdrawn with ninety (90) days of the date of filing.

Procedures. The following procedures shall apply to any termination pursuant this section with the exception of termination due to serious health, safety and welfare risks to students. The State shall give the TSO Contractor written notice of its intent to terminate this Contract at least sixty (60) days prior to the effective date of termination stated in the notice. The cause for termination shall immediately be submitted to the TSO Contractor for consideration and discussions to attempt to resolve the matter. If the matter is unresolved, then termination shall become effective in accordance with the State's termination notice. Notwithstanding the foregoing, any termination will not become effective until the end of a School Year unless there are unusual and compelling circumstances, that justify the disruption to the educational program and the students caused by a mid-year termination.

Acceleration due to Health, Safety, and Welfare. If the grounds for termination relate to the serious health, safety, or welfare of the students, which presents a dangerous risk to students that

arise from the acts or omissions of the TSO Contractor, then notwithstanding any provision to contrary set forth herein, the period to remedy such breach shall not exceed ten (10) days. If TSO Contractor fails to remedy such breach, then the State shall give the TSO Contractor written notice of its intent to terminate this Contract at least seven (7) days prior to the effective date of termination stated in the notice. The State may extend the time to correct or cure the breach beyond the time period set forth above if the State determines that an extension is both warranted and will not create a further health, safety or welfare risk.

B. **TSO Contractor Termination for Cause.** TSO Contractor may terminate this Contract for cause prior to the end of the term for the following reasons:

1. If the State substantially breaches or fails to comply with any of the material terms and conditions of this Contract and fails to remedy such breach within sixty (60) days after receipt of written notice of such breach from the TSO Contractor. For this purpose, a material breach may include, but is not limited to, failure to make payments as required under Sections 2 and 33 of this Contract unless the required payment is subject to reasonable dispute or any other failure which undermines the purposes of this Contract. TSO Contractor may extend the time to correct or cure the breach beyond the thirty (30) days if the TSO Contractor determines progress is being made and the extension is agreed by the parties in writing;

2. The enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order which has a material adverse effect on TSO's Contractor's ability to operate the School in accordance with its budget, except that TSO Contractor may not terminate this Contract based on a change in state funding so long as the state funding allocated to Contractor is commensurate with funding received by the Indianapolis Public Schools.

Procedures. The following procedures shall apply to any termination pursuant this section. TSO Contractor shall give the State written notice of its intent to terminate this Contract at least sixty (60) days prior to the effective date of the termination stated in the notice. The cause of termination shall immediately be submitted to the State for consideration and discussions to attempt to resolve the matter. If the matter is unresolved, then termination shall become effective in accordance with TSO Contractor's termination notice. Notwithstanding the foregoing, any termination will not become effective until the end of a School Year unless there are unusual and compelling circumstances that justify the disruption to the educational program and the students caused by a mid-year termination.

Acceleration due to Health, Safety, and Welfare. If the grounds for termination relate to the serious health, safety, or welfare of the students, which presents a dangerous risk to students that arise from the acts or omissions of the State, then notwithstanding any provision to contrary set forth herein, the period to remedy such breach shall not exceed ten (10) days. If State fails to remedy such breach, then the TSO Contractor shall give the State written notice of its intent to terminate this Contract at least seven (7) days prior to the effective date of termination stated in the notice. The TSO Contractor may extend the time to correct or cure the breach beyond the time period set forth above if the TSO Contractor determines that an extension is both warranted and will not create a further health, safety or welfare risk.

D. **TSO Contractor Termination for Funding**. The TSO Contractor intends to submit an application for a federal student improvement grant pursuant to Title I, Section 1003(a) of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6303) ("SIG Funds") for each school year during the Term of the Contract to supplement existing funds to operate the Turnaround Academy as specified in the Contractor's budget in Exhibit A. If TSO Contractor is unsuccessful in obtaining SIG Funds in an amount the TSO Contractor deems necessary to operate the Turnaround Academy, TSO Contractor may petition the State Board of Education ("SBOE") for relief. In the event the SBOE does not grant the requested relief, TSO Contractor may terminate the Contract. Such termination shall be effective

no earlier than 60 days after written notice to IDOE from TSO Contractor pursuant to Section 31.D. herein.

E. **TSO Contractor Termination Due to Inability to Perform.** The TSO Contractor shall use its best efforts to provide the Services set forth the Scope of Work attached hereto as Exhibit A. To the extent that Indianapolis Public Schools ("IPS"), by action or inaction, materially and adversely impacts the TSO Contractor's ability to perform under this Contract, the TSO Contractor shall immediately notify the State of the same in writing and provide all documentation necessary to substantiate the same. Upon the State's receipt of supporting documentation from TSO Contractor, the State shall: (i) immediately contact IPS and attempt to resolve the matter consistent with the intent of this Contract and Ind. Code 20-31-9.5, et. seq.,; and (ii) in the event IPS is unable or unwilling to so resolve the matter, the State will bring an action before the SBOE under 511 IAC 6.2-9-8. To the extent the action or inaction of IPS materially and adversely impacts the TSO Contractor's ability to perform the Services and the SBOE fails to provide the necessary relief, the TSO Contractor may terminate the Contract. If the failure of TSO Contractor to provide the Services is directly caused by above actions or inactions by IPS, then such failure shall not constitute a breach of the Contract by TSO Contractor.

15. Disputes

A. Should any disputes arise between the TSO Contractor and the State with respect to this Contract, the TSO Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The TSO Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute.

C. If TSO Contractor or the State is not satisfied with the progress toward resolving a dispute, either party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

The TSO Contractor and the State agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the TSO Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision and no resolution is reached at mediation, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

16. Drug-Free Workplace Certification

The TSO Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The TSO Contractor will give written notice to the State within ten (10) days after receiving actual notice that the TSO Contractor or an employee of the TSO Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or

violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of $25,000.00, the TSO Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the TSO Contractor and made a part of the contract or agreement as part of the contract documents.

The TSO Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the TSO Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the TSO Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the TSO Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

17. Employment Eligibility Verification

The TSO Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The TSO Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The TSO Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the TSO Contractor is not required to participate if the TSO Contractor is self-employed and does not employ any employees.

The TSO Contractor shall not knowingly employ or contract with an unauthorized alien. The TSO Contractor shall not retain an employee or contract with a person that the TSO Contractor subsequently learns is an unauthorized alien.

The TSO Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the TSO Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The TSO Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the TSO Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

18. Employment Option

Upon termination of this Contract, if the State determines that it would be in the State's best interest to hire an employee of the TSO Contractor, the TSO Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

19. Force Majeure

In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, the obligations that the party is unable to perform as a result of the Force Majeure Event shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate the performance of the obligations relating to the Force Majeure Event. TSO Contractor shall be obligated to pay for the services provided by third parties through the date of the Force Majeure Event conditioned upon continued payment of funds pursuant to Sections 2 and 33 of this Contract.

20. Funding Cancellation

When the Director of the State Budget Agency ("SBA") or applicable federal agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be cancelled. A determination by the Director of SBA or applicable federal agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

21. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in the State of Indiana.

22. Indemnification

The TSO Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the TSO Contractor and/or its respective subcontractors, if any, in the performance of this Contract. Pursuant to the Indiana Constitution Article X, Section 3 the State is precluded from and shall **not** provide such indemnification to the TSO Contractor.

23. Independent Contractor

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one

party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of another party.

The Contractor may utilize subcontractors to perform the duties and obligations set forth in this Contract. The Contractor shall be responsible for ensuring that the subcontractors' performance is in compliance with applicable law. The Contractor shall not be relieved by nonperformance of any subcontractor(s). The TSO Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the TSO Contractor's employees.

24. Information Technology Enterprise Architecture Requirement (This clause deleted by agreement of the parties).

25. Insurance

A. For each Turnaround Academy the TSO Contractor is assigned, TSO Contractor shall secure and keep in force during the term of this Contract, the following insurance coverage, covering the TSO Contractor for any and all claims of any nature which may in any manner arise out of or result from TSO Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability with minimum liability limits of $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Errors and omissions liability coverage with minimum liability coverage of $3,000,000 per occurrence or per claim made and $5,000,000 in the aggregate. The TSO Contractor shall notify the State within five (5) days in the event the TSO Contractor changes its insurer.

4. The TSO Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The TSO Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the TSO Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the TSO Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The TSO Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

26. Key person(s) (This clause deleted by agreement of the parties).

27. Licensing Standards

The TSO Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the TSO Contractor pursuant to this Contract. The State will not pay the TSO Contractor for any services performed when the TSO Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the TSO Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

28. Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

29. Minority and Women's Business Enterprises Compliance (This clause deleted by agreement of the parties)

30. Nondiscrimination

This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the TSO Contractor or any subcontractor.

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the TSO Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, TSO Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The TSO Contractor understands that the State is a recipient of federal funds, and therefore, where applicable, TSO Contractor and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

31. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:
Dr. Tony Bennett
Superintendent of Public Instruction
Indiana Department of Education
151 West Ohio Street
Indianapolis, IN 46204
Fax Number: 317-232-8004

- with a copy to –

Mr. Matthew Voors
General Counsel
Indiana Department of Education
151 West Ohio Street
Indianapolis, IN 46204
Fax Number: 317-232-8004

B. Notices to the TSO Contractor shall be sent to:

Jonathan K. Hage
President & CEO
Charter Schools USA, Inc.
6245 North Federal Highway, 5th Floor
Fort Lauderdale, Florida 33308
Fax Number: 954-202-9877

- with a copy to –

Edward J. Pozzuoli
Tripp Scott
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
Telecopy: 954-761-8475
ejp@trippscott.com

C. As required by IC 4-13-2-14.8, payments to the TSO Contractor shall be made via electronic funds transfer in accordance with instructions filed by the TSO Contractor with the Indiana Auditor of State.

D. All notices required or permitted by this Contract shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile, electronic mail, or by registered or certified U.S. mail, postage prepaid, addressed as set forth above (except that a Party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, on the date set forth on the electronic mail identifying when the electronic mail was sent or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

32. Order of Precedence; Incorporation by Reference

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) exhibit(s) to this Contract; (3) TSO Contractor's response to RFP #IDOE-4;

and (4) the RFP #IDOE-4 issued by the IDOE found at http://www.doe.in.gov/turnaround/docs/rfp_idoe_turnaround_school_operator_11-19-final.pdf (RFP). All of the foregoing incorporated fully by reference.

33. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the TSO Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the TSO Contractor transfers any ownership claim to the State and all such materials will be the property of the State. At the expiration of the Contract or upon termination thereof, TSO Contractor shall provide the State the data in a format usable by the State. Use of the data or other than related to Contract performance by the TSO Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the TSO Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the TSO Contractor. Any loss or damage thereto shall be restored at the TSO Contractor's expense. The TSO Contractor shall provide the State full, immediate, and unrestricted access to the data and/or work product during the term of this Contract.

34. Payment and Use of Funds

A. Section 2(A)(1) funds payable to the Contractor hereunder shall be paid to the Contractor by the State in accordance with the schedule established by the State Budget Director commencing in July 2012 through the balance of the Contract. The Contractor shall be paid as follows:

1. For July 1, 2012 through December 31, 2012, Contractor shall receive monthly payments in the amount of $535,954.66.
2. The amount paid from January 1, 2013 to December 31, 2013 shall be based upon the September 2012 ADM count as provided for under Ind. Code 20-43.
3. The amount paid from January 1, 2014 to December 31, 2014 shall be based upon the September 2013 ADM count as provided for under Ind. Code 20-43.
4. The amount paid from January 1, 2015 to December 31, 2015 shall be based upon the September 2014 ADM count as provided for under Ind. Code 20-43.
5. The amount paid from January 1, 2016 to June 30, 2016 shall be based upon September 2015 ADM count as provided for under Ind. Code 20-43.

The formula for Section 34(A)(2) through Section 34(A)(4) may be modified by legislative action which is applicable to all public schools.

B. IDOE and TSO Contractor acknowledge the importance of providing transportation service to students attending the School. It is anticipated that appropriate and acceptable transportation will be provided by IPS pursuant to the Code. In the event that IPS does not or cannot provide appropriate and acceptable transportation services, then IDOE and TSO Contractor shall work together to determine sources, if any, of state funds available and necessary to supplement the amount of funding provided to TSO Contractor by IPS for transportation, so as to not impact educational funds. Additionally, IDOE and TSO Contractor shall, through the Indiana Department of Administration, utilize the Quantity Purchase Agreement ("QPA") process to find a qualified QPA transportation vendor to provide transportation services to the School

C. All other funds shall be paid pursuant to the terms and conditions of their funding source. Such other funds to which TSO Contractor may be entitled by virtue of TSO Contractor being defined as an LEA

for federal funding purposes shall be paid to the Contractor pursuant to all applicable laws, rules and regulations and in accordance with Section 2 herein.

D. All funds shall be remitted to the TSO Contractor and TSO Contractor shall use the funds to operate the School pursuant to Section 2 of this Contract.

E. TSO Contractor shall complete and submit the form(s) prescribed by the State no later than the first of each month. After the State receives the prescribed form(s), the State shall process and make monthly payments pursuant to Section 33(A). All funds payable to the TSO Contractor hereunder shall be paid to the TSO Contractor by the State pursuant to IC 20-43 and IC 20-31-9.5. Payment by the State shall commence in July 2012 through the balance of the Contract. All other funds shall be paid pursuant to the terms and conditions of their funding source.

35. Penalties/Interest/Attorney's Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

36. Progress Reports and Public Meetings

A. The TSO Contractor shall submit reports, plans and other deliverables as set forth in the Scope of Work attached hereto as Exhibit A to assure the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date(s).

B. Pursuant to IC 20-31-9.5-2(c) and IC 20-31-9.5-7(a), the TSO Contractor shall conduct a joint public meeting with the school corporation in which the Turnaround Academy is located at least two (2) times each year to discuss the following:

1. issues concerning the School;
2. progress of the School;
3. student achievement of affected students;
4. the condition of the School property; and
5. issues relating to the School property.

37. Renewal Option

The Parties may renew this contract for an additional four (4) years.

38. Security and Privacy of Information

A. Health Information

The TSO Contractor agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, to operate any systems used to fulfill the requirements of this Contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance.

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA

and regulations promulgated thereunder, the TSO Contractor covenants that it will appropriately safeguard Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the TSO Contractor in the course of its work under this Contract. The TSO Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State as required by the final regulations.

B. Student Information

The TSO Contractor understands that the data or information obtained and/or shared pursuant to this Contract may contain personally identifiable student information subject to the protections of the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g and 34 CFR Part 99. The TSO Contractor assures that: (i) all data, material and information gathered by or disclosed to the TSO Contractor pursuant to this Contract and/or obtained by the TSO Contractor during its performance of the Contract will not be disclosed to or discussed with any third party without prior written consent of the individual or parents of the individual to which the information relates (Consenting Party); (ii) it will comply with all confidentiality requirements in the storage and maintenance of the data and that its employees, agents and consultants will comply with all confidentiality obligations; (iii) none of the data obtained during its performance of the Contract will be used for any purpose other than that specified in the Contract without the prior written consent of the Consenting Party; and (iv) when it no longer requires the data for purposes of this Contract, the TSO Contractor will either return the data to the Consenting Party or securely destroy the data, as required by all applicable laws, rules and regulations governing the privacy of such information.

39. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

40. Wind Up of Intervention

Unless this Contract is otherwise extended or renewed, 90 days prior to the end of the agreement, the State shall provide an exit list to the TSO Contractor identifying any items that remain to be performed under the contract ("Exit List"). TSO Contractor shall provide an initial response within 30 days regarding the status of each item by confirming or objecting to the items listed. Any items that are disputed shall be subject to the dispute resolution procedures identified in Section 14. TSO Contractor shall complete the Exit List before the expiration date set forth in the Contract. Upon completion of the Exit List, the State shall release the final monthly disbursement to TSO Contractor.

41. Taxes

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the TSO Contractor as a result of this Contract.

42. Termination for Convenience (Clause deleted by agreement of the parties).

43. Termination for Default (See Section 14)

44. Travel

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the TSO Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

45. Waiver of Rights

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the TSO Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the TSO Contractor's negligent performance of any of the services furnished under this Contract.

46. Work Standards

The TSO Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards.

47. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2011 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

1. Duties of the TSO Contractor (Modified)
2. Consideration (State and Other Funding of School Operations) (Modified)
3. Term (Modified)
4. Access to Records (Modified)
5. Assignment; Successors (Modified)
6. Audits (Modified)
7. Authority to Bind TSO Contractor (Modified)
8. Changes in Work (Modified)
9. Compliance with Laws (Modified)
10. Condition of Payment (Legal Compliance) (Modified)
11. Confidentiality of State Information (Modified)
12. Continuity of Services (Modified)
13. Debarment and Suspension (Modified)
14. Default and Termination (Modified)
15. Disputes (Modified)
16. Drug-Free Workplace Certification (Modified-only due to TSO Contractor designation)
17. Employment Eligibility Verification (Modified-only due to TSO Contractor designation)
18. Employment Option (Modified)
19. Force Majeure (Modified)
20. Funding Cancellation (Modified)
22. Indemnification (Modified)
23. Independent Contractor (Modified)
24. Information Technology Enterprise Architecture Requirement (Deleted by Agreement of the Parties)
25. Insurance (Modified)
26. Key Person(s) (Deleted by Agreement of the Parties)
29. Minority and Women's Business Enterprises Compliance (Deleted by Agreement of the Parties)

30. Nondiscrimination (Modified-only due to TSO Contractor designation)
31. Notice to Parties (Modified)
32. Order of Precedence; Incorporation by Reference (Modified)
33. Ownership of Documents and Materials (Modified)
34. Payment and Use of Funds (Modified)
36. Progress Reports and Public Meetings (Modified)
37. Renewal Option (Modified)
38. Security and Privacy of Information (Modified)
40. Substantial Performance (Wind Up of Intervention) (Modified)
41. Taxes (Modified-only due to TSO Contractor designation)
42. Termination for Convenience (Deleted by Agreement of the Parties)
43. Termination for Default (Modified-See Section 14)
44. Travel (Modified)
45. Waiver of Rights (Modified-only due to TSO Contractor designation)
46. Work Standards (Modified)
48. Expanded Criminal Background Check (Clause Added)
49. Hiring of Licensed Teachers (Clause Added)
50. Fidelity Bond (Clause Added)

48. Expanded Criminal Background Check

TSO Contractor shall perform expanded criminal history checks as defined in IC 20-26-2-1.5. Such criminal history checks shall be done on all TSO Contractor's employees or individuals employed by its subcontractors that are likely to have direct, ongoing contact with children within the scope of the individual's employment. TSO Contractor further agrees to follow all federal, state and/or local laws, rules and regulations, as well as any and all policies adopted by any applicable school corporation, relating to conducting criminal history checks and as part of hiring of employees and contracting with contractors and subcontractors.

49. Hiring of Licensed Teachers

All student instruction provided by TSO Contractor shall be done by teachers licensed under IC 20-28-5.

50. Fidelity Bond

TSO Contractor agrees to provide fidelity bond in the amount of $250,000 insuring against theft or misappropriation of public monies in the control of the TSO Contractor.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the TSO Contractor, or that he/she is the properly authorized representative, agent, member or officer of the TSO Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the TSO Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, TSO Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

Charter Schools USA, Inc.:

By: _____
Printed Name: Jonathan K. Hage
Title: President & CEO
Date: July 1, 2012

Attested By: Sharon Gerard
Sharon Gerard
Executive Assistant
July 1, 2012

Indiana Department of Education:

By: _____
Dr. Tony Bennett
Superintendent of Public Instruction

Date: July 10, 2012

Department of Administration

_____
Robert D. Wynkoop, Commissioner

Date: 7/11/12

State Budget Agency

_____ (for)
Adam M. Horst, Director

Date: 7/12/12

APPROVED as to Form and Legality:
Office of the Attorney General

_____ (for)
Gregory F. Zoeller, Attorney General

Date: 7/13/12