



INDIANA STATE BOARD OF EDUCATION

MEMORANDUM

To: Indiana State Board of Education
From: Ron Sandlin, Senior Director of School Performance & Transformation
Date: February 6, 2019
RE: Wendell Phillips Elementary School - School Improvement Intervention

ISSUE: The Indiana State Board of Education (“Board”) is required to consider school improvement intervention for Matchbook Learning at Wendell Phillips School 63 (1041), previously Wendell Phillips School 63 (5563), within Indianapolis Public Schools (5385).

RECOMMENDATION: Approve the school corporation’s plan to improve the school, Matchbook Learning at Wendell Phillips School 63 (1041), through the creation of an innovation network school operated by Matchbook Learning.

HISTORY: Matchbook Learning at Wendell Phillips School 63 (“School”) is a K-8 school on the near west side of Indianapolis serving 567 students. Prior to 2017-2018, the School served students from grades K-6, with grade 7 being added during the 2017-2018 school year and grade 8 being added this year.

Following the 2017-2018 school year, the School received an F rating, the lowest category of performance, for the sixth consecutive year. In anticipation of this designation, the Indianapolis Public Schools engaged Matchbook Learning as a proposed innovation partner. The plan to operate the school as an innovation network school in partnership with Matchbook Learning was presented at the mandatory public hearing on May 17, 2018.

Matchbook Learning began operating the School as an innovation network school during the 2018-2019 school year. As a result, the school was assigned a new name and school number. The new school is Matchbook Learning at Wendell Phillips School 63 (1041).

ANALYSIS: Matchbook Learning is an experienced school turnaround operator that has demonstrated success working in urban educational environments to meet the needs of students in chronically underperforming schools.

In 2017, Matchbook Learning was selected as an innovation fellow by The Mind Trust, a year-long process during which the organization built community partnerships, researched the history of the local school community, and adapted their personalized education model to the unique conditions and needs in Indianapolis. The organization was then selected by IPS as the innovation partner for Wendell Phillips School 63 following a rigorous evaluation process. In addition to the school corporation’s evaluation, Matchbook Learning received a charter agreement from the Office of Education Innovation in the Indianapolis Mayor’s Office, which also conducts a rigorous analysis of an operator’s capacity as a school operator.

As a final component of the analysis, the IDOE conducted an informal site visit on January 10, 2019 to meet the leadership team from Matchbook Learning and observe their instructional model in action. While no formal evaluation was conducted, anecdotal observations suggested the school is off to a successful start and has developed a strong culture of learning.

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INNOVATION PARTNER AGREEMENT: MATCHBOOK LEARNING

Aleesia Johnson, Innovation Officer

March 13, 2018



Objectives



Partner Selection Process Review



Recommended Innovation Agreement

1

Review the partner selection and matching process with prospective Innovation partners

2

Present innovation agreement with Matchbook Learning to the IPS Board of School Commissioners

PARTNER SELECTION PROCESS REVIEW

August

“Call for Applicants” posted to district homepage

September

Letters of Intent were due

Preliminary screens began

October

Preliminary screens continued

In-person cross-functional interviews were held

November

Continued cross-functional interviews

Applicants submitted full application, tailored to school site

Shared recommendations for Innovation Restart with the
IPS Board of School Commissioners (November 14)

Conducted meetings with staff, parents and community

December

Two “Heart-to-Heart” meetings facilitated at Wendell Phillips

Initial community conversation facilitated with Matchbook Learning

District leadership completed internal interview process with Matchbook Learning

January

Additional community conversation facilitated with Matchbook Learning

Matching recommendation shared with Wendell Phillips and community

District match recommendation shared with IPS Board of School Commissioners

February

Ongoing engagement with Wendell Phillips families and partners

Recommended terms for an innovation agreement with Matchbook Learning presented to the IPS Board of School Commissioners

March

Full innovation agreement presented to the IPS Board of School Commissioners for approval

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INNOVATION NETWORK CHARTER SCHOOL AGREEMENT

This Innovation Network Charter School Agreement (the “Agreement”) is made and entered into as of March 15th, 2018 (“Commencement Date”) by and between The Board of Commissioners of the City of Indianapolis (“IPS”) and Matchbook Learning Schools of Indiana, Inc. (“Operator”) (together, the “Parties”) to establish and operate Matchbook Learning at Wendell Phillips School 63 (the “School”) as an Innovation Network Charter School.

RECITALS

A. IPS is authorized pursuant to Indiana Code (“IC”) § 20-25.7, *et seq.*, to enter into an agreement with an organizer to establish a school as a participating Innovation Network Charter School; and

B. The Parties desire for the School to be established as an Innovation Network Charter School in the building located at 1163 N. Belmont Ave., Indianapolis, Indiana (“Building”).

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 2018-19 school year, Operator will operate the School as an Innovation Network Charter School located in the Building.

1.02 Charter. Operator represents and warrants that a true and accurate copy of the version of the contract Operator anticipates executing with its authorizer for the establishment of a charter school, including all amendments, revisions, and exhibits thereto (the “Charter”), has been provided to IPS prior to the execution of this Agreement. Operator shall provide a true and accurate copy of the fully executed Charter to IPS upon request.

1.03 Grades Served. The School will serve students in grades Kindergarten through 8.

1.04 Attendance Area. The School’s attendance area (“Attendance Area”) shall be defined as the area designated in Exhibit 1 to this Agreement. Students who are considered to live within the Attendance Area pursuant to IPS policies regarding daycare transfers shall for purposes of this Agreement be considered to live within the Attendance Area.

1.05 Enrollment. Any student who is eligible to attend an IPS school in one of the grades served by the School and who resides in the Attendance Area may attend the School and may not be refused enrollment. Students who reside outside of the Attendance Area may attend the School, but if the number of such students who timely apply for a grade level exceeds the capacity of the School for that grade level, each such student who submits a timely application for that grade level must be given an equal chance of admission in accordance with Applicable Law, subject to any enrollment preferences that Operator imposes as permitted by Applicable

Law. If IPS determines that the Building's capacity has been reached, the Parties shall work together in good faith to agree upon an enrollment plan for the School and the Building. Students who are otherwise eligible to enroll in Kindergarten at the School who will be at least five years of age on or before September 1 of the school year shall be eligible for enrollment.

1.06 Unified Enrollment. If IPS participates in a system for unified enrollment, whether Enroll Indy or otherwise, the School shall participate in such system in substantially the same manner as similarly situated IPS schools. Such participation shall include the opportunity for the School to participate in marketing and other student recruitment events provided to similarly situated IPS schools. If such unified enrollment system would not permit the enrollment preferences set forth in Section 1.05 above, the School would not be required to participate in such system.

ARTICLE II: OPERATOR

2.01 Organizer. Operator shall be the "Organizer" for the School, as that term is defined in IC § 20-24-1-7 and used in IC § 20-25.7-3-5, 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 Applicable Law and 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 a true and accurate copy of its current Articles of Incorporation ("Articles") and Bylaws have been provided to IPS prior to the execution of this Agreement. If Operator materially 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 thirty (30) days of the amendment.

2.05 Operator's Board of Directors. Operator represents that a true and accurate list of its current directors ("Directors") has been provided to IPS prior to the execution of this Agreement. If there is any change to the Directors during the Term of this Agreement, Operator shall provide notice to IPS of the change within thirty (30) days.

ARTICLE III: OPERATIONS

3.01 Operations. Operator shall run the School as provided in the Charter and this Agreement. Operator represents and warrants that the Charter sets forth the manner in which Operator plans and intends to operate all material aspects of the School during the Term of this Agreement. To the extent there is any conflict between this Agreement and the Charter with respect to the same matter, the terms of this Agreement with respect to such matter shall control.

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

3.03 Performance Goals and Accountability Metrics. The performance goals and accountability metrics for the School (“Educational Goals”) are set forth in the Charter. If during the Term of this Agreement the Educational Goals are amended or any material change is made to the Educational Goals of the School, Operator shall provide notice to IPS of such amendment or change, a concise explanation of the reason for such amendment or change, and a copy of any such amendment, within thirty (30) days of the adoption of the amendment or change.

3.04 School Improvement Plan. Operator represents that the Charter serves as the improvement and achievement plan for the School as permitted by Applicable Law.

ARTICLE IV: RELATIONSHIP OF THE PARTIES

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

4.02 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 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, national origin, 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. 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 Employment Status. Unless expressly agreed otherwise in writing, employees of Operator who work in the School ("School Personnel") shall not be employees of IPS.

6.03 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.

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

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

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

6.07 Investigations. The Parties agree to work collaboratively on any investigation relating to the School that may involve each other's employees to the extent necessary to promptly and accurately complete any such investigation.

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 ("School Policies") are set forth in the Charter and, to the extent they are not set forth in the Charter, shall be provided to IPS no later than April 15, 2018. If any material change is made to the School Policies during the Term of this Agreement, Operator shall provide notice to IPS of such change, and an updated copy of the affected policies or procedures, within thirty (30) days of the adoption of the 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 a policy that sets forth the processes and requirements for reporting suspected child abuse or neglect to Child Protective Services that is substantially similar to the IPS policy then in effect for making such reports, and 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 on which the Building and related improvements are located (“Land”), are collectively referred to herein as the “Facilities.” The Parties acknowledge that all Facilities are owned by IPS. Beginning on June 15, 2018 (“Possession 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 may permit use of the Facilities by persons or groups associated with it for functions and educational activities consistent with the use of a public school building, and in accordance with IPS policies regarding facility use or an alternative policy agreed to by the Parties. To the extent the Operator wishes to use the facilities for educational activities separate from the School but associated with its educational purposes, Operator will seek approval from IPS, and such approval shall not be unreasonably denied; provided that, if IPS does not respond to such a written request within seven (7) business days, such request shall be deemed approved. Operator shall not use or permit the use of the Facilities for any purpose not permitted by this Agreement or for any purpose that would be deemed to be a public or private nuisance. 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 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 shall remove the Furnishings within 30 days of submission of the annual equipment list. Operator will not be liable for maintenance or damages for such Furnishings left on the premises after such time period. The Furnishings shall include, without limitation, the computers and electronic devices owned by IPS that are in the Building as of the Commencement Date, with Operator to be responsible for any cost of maintenance, repair, or replacement of such items. The Furnishings shall not include any items that, by Applicable Law, may not be used by Operator in connection with its operation of the School or that must otherwise be retained by IPS.

8.02 Use and Rental by Community Groups. The use or rental of the Facilities by third parties (“Community Groups”) shall be prohibited without the consent of IPS, which may be withheld in its sole discretion. Any use or rental by a Community Group pursuant to this Section 8.02 shall 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, and that the payment and receipt of any proceeds derived by any such use or rental shall comply with the then applicable IPS policy and Applicable Law. The term Community Groups shall not include organizations permitted to use the Facilities in accordance with Section 8.01 above.

8.03 Pre-Operational On-Site Office Space. No later than the Commencement Date, Operator shall be provided with an office in the Building with reasonable access to the Building entrance for purposes of enrolling students in accordance with the terms of this Agreement and providing information related to the School. Operator shall also be allowed to publicly

advertise this location. Access to the Building shall be subject to all applicable IPS security policies and procedures.

8.04 Additional Programming in Building. Notwithstanding Section 8.01 above, Operator and IPS may agree on additional programs to be provided in the Building upon the written agreement of the Parties.

8.05 Space for Preschool and Emotional Disability Program Services. For purposes of providing preschool services and emotional disability program services pursuant to Sections 11.04 and 11.05 of this Agreement, IPS shall be entitled to use and occupy the portions of the Building that, as of the Commencement Date, it uses and occupies to provide preschool services and emotional disability program services.

8.06 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. Such changes shall not, to the extent reasonably practicable, be made during School Hours. Additionally, IPS shall provide Operator with reasonable notice of such changes prior to the commencement of work by IPS. If the Building does not have sufficient capacity reasonably necessary to serve students, then Operator may, at its own expense and subject to the prior written approval of IPS, which shall not be unreasonably withheld, install and utilize modular classroom units.

8.07 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. All Furnishings located in the Building as of the Possession Date shall be available for Operator's use in operating the School pursuant to Section 8.01 above. The Parties acknowledge and agree that IPS will perform any scheduled renovations and improvements of the Building in substantially the same manner, and on substantially the same schedule, as IPS performs renovations and improvements at other IPS buildings.

8.08 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.

8.09 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.

8.10 Possession. Operator shall have the right to assume possession of the Building on the Possession Date, subject to the terms of this Agreement.

8.11 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 7:00 a.m. to 7:00 p.m. during normal school days for the School ("School Hours"), and during a reasonable number of activities and events related to the School that occur outside of School Hours ("Special Events"), but HVAC service shall be available for additional non-School Hours that are not Special Events 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, and if the establishment of such rate becomes necessary, it shall be separately negotiated between the Parties on an annual basis;

- (e) Fire protection sprinkler system;
- (f) If the Parties contract for IPS custodial services to be used at the School, lawn care;
- (g) Security for the School; and
- (h) Intercom and bell services.

8.12 Facilities Security and Related Information Technology. The Parties hereby acknowledge and agree that IPS shall provide services relating to security for the Facilities as set forth in this Section 8.12. 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. Operator shall be permitted to use, at its sole discretion, the security equipment located within the Building, which is not to be used with regard to IPS' security obligations as set forth below. Such security 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. 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. IPS' obligations under this Section are conditioned on Operator providing any special electronic bridge access required to be compatible with IPS' system and other access and information related to the security systems required to ensure IPS' ability to monitor and maintain the above referenced security and emergency notice systems equipment for the Facilities. Operator and IPS shall cooperate with regard to their security equipment and related information technology systems to ensure compatibility. 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 security equipment purchased 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 security equipment, nor for any additional costs resulting from the use or the inconsistency of the security systems. IPS Police shall be made available to Operator for emergencies at the School. Operator shall continue to have and comply with all obligations for student safety that it has pursuant to Applicable Law.

8.13 Technology Infrastructure; Network Services. IPS shall be responsible for providing, repairing, and maintaining technology infrastructure and network services at the School to the extent reasonably necessary to permit Operator to establish its own internet at the School of a standard that is reasonably comparable to other IPS schools. Upon request by IPS, Operator shall provide IPS with information regarding the information technology equipment Operator has purchased for use at the School to enable IPS to perform its obligations set forth in this Section 8.13. The information technology equipment located at the School as of the Commencement Date is included in the defined term Furnishings. IPS will be provided with access to Operator's internet and communication systems only to the extent reasonably required for IPS to provide services pursuant to this Agreement. The Parties may agree in writing for IPS to provide additional information technology services. IPS shall maintain and service all phone lines in a manner consistent with that of other IPS schools, and Operator shall maintain the current phone number in use at the Building.

8.14 Snow and Ice Removal. If the Parties contract for IPS custodial services to be used at the School, IPS shall provide as part of such services snow and ice removal from the sidewalks, parking areas, and driveways at the Facilities during School Hours in a manner which will be at a standard that is at least equal to that provided by IPS for IPS schools.

8.15 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 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.

8.16 Excessive Use. In the event that Operator's use of the Facilities results in Services 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 School's academic program, the costs of such excess Services as determined by IPS, acting reasonably and in good faith, shall be charged to Operator and shall be due to IPS within 30 days of written invoice for such service. If IPS reasonably determines that Operator's use of the School resulted in 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 School's academic program, IPS shall be entitled to install, at Operator's expense, meters, submeters, or other measuring devices to determine the consumption of such Services in the Facilities.

8.17 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, to the extent they are IPS' obligation to provide under this Agreement, wherever located, and gas, electrical, water, and sanitary sewer systems and equipment relating to or serving the Facilities, in good condition and repair. 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. IPS shall perform its maintenance and repair obligations, including any scheduled renovations of the Building, in a manner reasonably comparable to the way in which it maintains and repairs buildings in which other IPS schools are located.

8.18 Operator's Maintenance and Repair Obligation. All maintenance, repairs, or replacements relating to fixtures, furnishings and equipment serving the Facilities which are not the obligation of IPS under this Agreement shall be the obligation of Operator and shall be made by Operator at Operator's sole cost and expense. Operator shall keep the Facilities in good repair and order at all times, subject to normal wear and tear.

8.19 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 exterior (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 install all furniture, furnishings, equipment and signage it reasonably deems necessary or desirable for its operation of the

School, all at no cost to IPS. No additions to the existing Building or the construction of new buildings by Operator shall be permitted, unless otherwise permitted by this Agreement. Operator may attach non-permanent materials and fixtures to the walls of the Facilities. Upon the expiration or earlier termination of this Agreement, Operator may remove any non-permanent materials and movable fixtures that it installed that are not permanently attached to real property. 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 reasonable 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 by, on behalf of, or at the direction of Operator shall: (a) adversely affect the structural integrity of the Building; (b) impair or affect the weather-tight condition of the roof or decrease the roof's useful life; (c) overload electrical circuits or equipment; (d) overload or unreasonably burden plumbing, water, or sanitary sewage disposal facilities; (e) overload, unreasonably burden, or otherwise adversely affect heating, air conditioning, and other mechanical facilities or equipment; or (f) otherwise affect the Building in any materially adverse way. Any and all personal property and unattached equipment installed by, on behalf of, or at the direction of 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. If such Alterations are not in compliance with 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 with Applicable Law. 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. In any event, Operator shall not remove any improvements and shall surrender the Facilities at the end of the Term in good condition and repair, ordinary wear and tear and damage by casualty or condemnation excepted.

8.20 Signage. All of Operator's exterior signage and interior signage visible from outside the Building shall be subject to approval of IPS. Without limiting the foregoing, the Parties agree that the School shall be known as Matchbook Learning at Wendell Phillips School 63, and further agree to refer to the School by such name, including without limitation, in any written materials.

8.21 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.

8.22 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.

8.23 Liens. Except as provided in the next sentence, 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.

8.24 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 5 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.

8.25 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. IPS represents and warrants that to its knowledge no eminent domain action is currently pending or contemplated with respect to the Building or the Facilities.

8.26 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 Operator's own fixtures, equipment, and other personal property.

8.27 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; provided, however that the foregoing shall not limit IPS' obligations under Sections 8.24 and 8.25.

8.28 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.

ARTICLE IX: FINANCIAL MATTERS

9.01 Monthly Payment. Beginning on July 1, 2018, and during the Term of this Agreement, IPS shall pay Operator a monthly payment ("Monthly Payment") that is equal to (a) the average amount of state basic tuition support and complexity grant funding that IPS then receives from the State of Indiana per student ("IPS Per Pupil Average") multiplied by (b) the number of students reported in the most recent Average Daily Membership ("ADM") count for the School. The Parties acknowledge that the IPS Per Pupil Average for the 2018-19 school year is anticipated to be \$7,013.56 per student. The Parties acknowledge that the IPS Per Pupil Average may increase or decrease during the Term of this Agreement based on changes in the State of Indiana's school funding formula. The Parties also agree that, until the School's first ADM count in its first year of operation, IPS will pay Operator a Monthly Payment based on the School's projected enrollment, and that such payments will be subject to a subsequent true-up based on the School's actual ADM count. The Parties further agree that if, subject to a change in state law, Operator becomes entitled to additional state funding based on its status as a charter school or Innovation Network Charter School, IPS will pay such additional state funding to Operator. Beginning on July 1, 2018, and during the Term of this Agreement, IPS may deduct from each Monthly Payment the sum of \$2,083 to offset certain costs and expenses the Parties agree that IPS has incurred, and will incur, with respect to the School.

9.02 Additional State Funding. During the Term of this Agreement, if IPS receives additional funds from the State of Indiana based on the characteristics of the students who attend the School, other than state basic tuition support and complexity grant funding, solely because Operator and IPS have executed this Agreement and the School is operated an Innovation Network Charter School ("Additional State Funds"), IPS shall pay such Additional State Funds to Operator. Such Additional State Funds may include, without limitation, funding for textbook reimbursement, special education, and ESL.

9.03 Direct Payments and Offsets. The Parties agree that if Operator receives direct payments of (a) basic tuition support or complexity grant funding directly from the State of Indiana, then such payments shall offset IPS' obligation to make the Monthly Payment, or (b) Additional State Funds, then such payments shall offset IPS' obligation to make payment of Additional State Funds.

9.04 Timing of Payments. IPS shall pay Operator (a) the Monthly Payments by electronic funds transfer no more than three (3) business days after receiving payment of state basic tuition support and complexity grant funding from the State of Indiana, and (b) any Additional State Funds no more than three (3) business days after IPS receives such Additional State Funds from the State of Indiana.

9.05 ADM. The ADM for the School and IPS shall be determined pursuant to Applicable Law then in effect. 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.

9.06 ESEA Funding. To the extent not already received directly by Operator for use in the School, Operator shall receive applicable federal Elementary and Secondary Education Act (“ESEA”) funds, including without limitation Title I, Title II, and Title III funds, in the same manner, and pursuant to the same criteria, that other IPS schools receive such funds. Operator shall comply with Applicable Law in its use of any ESEA funds it receives.

9.07 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. Operator may, with prior approval of IPS, which shall not be unreasonably withheld, erect signage in honor of or tribute to donors. 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.

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

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

9.11 Audits. Operator shall provide to IPS a copy of any financial audit that Operator provides to its authorizer, the IDOE, the State Board of Accounts, or any other governmental or regulatory body.

9.12 Preoperational Funds. On or before May 15, 2018, Operator may request preoperational funds in an amount no greater than \$320,000.000 (“Preoperational Funds”). Such Preoperational Funds may be used to pay Operator’s first month of salaries, benefits, and other expenses related to operation of the School as an Innovation Network Charter School. If Operator submits such a timely request for Preoperational Funds, and such funds are available to IPS, then on or before June 1, 2018, IPS shall transfer to Operator the amount of Preoperational Funds requested, not to exceed \$320,000.00 Beginning on July 1, 2018, IPS shall have the right to withhold from each Monthly Payment an amount no greater than one-twelfth of the total Preoperational Funds that IPS transferred to Operator until IPS has recouped all Preoperational Funds that it transferred to Operator, which will enable IPS to recoup all of the Preoperational Funds within the first year the School is operated as an Innovation Network Charter School.

ARTICLE X: COMMUNICATIONS

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

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

ARTICLE XI: ADDITIONAL SERVICES

11.01 Transportation. At no cost to Operator, IPS shall provide transportation on school days to students who are enrolled in the School and who reside in the School’s Attendance Area in substantially the same manner and upon the same schedule 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 substantially the same extent and in substantially the same manner that IPS provides transportation for students in other IPS schools. If Operator elects to provide transportation services with a provider other than IPS, then it must give notice of such election to IPS no later than April 1 of the year in which it makes such election, and such services must be provided in a manner reasonably comparable to the manner in which IPS provides such services to students attending similarly situated IPS schools and in accordance with Applicable Law. 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. If the Parties agree that IPS will provide food services at the School, then IPS shall provide such services at a level comparable to which it provides services to other schools as a vendor, and shall receive all revenue related to its provision of such

services, and Operator shall provide to IPS all information reasonably necessary for IPS to provide such services, including without limitation, all demographic information required by law for all students enrolled in the School to qualify for and participate in the free and reduced price breakfast, lunch, and such programs; provided that IPS shall not as part of such services provide personnel for serving food to students, and Operator shall be solely responsible for providing such personnel. If Operator elects to provide food services with a vendor other than IPS, such services must be provided in a manner reasonably comparable to the manner in which IPS provides such services to students attending similarly situated IPS schools and in accordance with Applicable Law, and Operator shall be entitled to reimbursement by IPS for the portion of such services utilized by IPS students in the Building who are not enrolled in the School and are within IPS' LEA.

11.03 Office and Classroom Supplies. IPS shall allow Operator to purchase office and classroom supplies from IPS to the extent such purchases are permissible under contracts to which IPS is a party and by Applicable Law.

11.04 Preschool Services. At no cost to Operator, IPS will continue to provide preschool services in the Building in substantially the same manner as it currently provides such services in the Building. IPS may discontinue or limit its provision of such preschool services in the Building if the continued provision of such services would no longer be economically feasible for IPS or if IPS determines, in its sole discretion, that continuing to provide such services in the Building would no longer be in the best interest of IPS or students.

11.05 Emotional Disability Program Services. At no cost to Operator, IPS shall continue to provide emotional disability program services in the Building in substantially the same manner as it current provides such services in the Building. IPS may discontinue or limit its provision of such emotional disability program services in the Building if the continued provision of such services would no longer be economically feasible for IPS or if IPS determines, in its sole discretion, that continuing to provide such services in the Building would no longer be in the best interest of IPS or students. The Parties agree that any students receiving emotional disability program services in the Building shall not be enrolled in the School or included in the School's ADM count, unless otherwise agreed by the Parties and permitted by Applicable Law.

11.06 Additional Services. If Operator wishes to contract with IPS for additional services to be provided by IPS, including without limitation custodial services, it must notify IPS that it wishes to do so by no later than April 1 prior to the next school year. In the event that Operator provides such notice, the Parties will reasonably work together in good faith to reach an agreement on the terms under which IPS will provide such additional services.

11.07 Cost of Goods and Services. To the extent IPS provides any goods or services to Operator related to the School, whether pursuant to this Agreement or otherwise, IPS may not charge Operator more for such goods or services than IPS pays for them. The Parties acknowledge that IPS is not charging Operator more for the goods or services IPS is providing under this Agreement than IPS pays for them.

11.08 Development of Special Education Systems: Within the first year of this Agreement, the Parties will work together in good faith toward the development of collective standards and support systems for students who receive special education services.

ARTICLE XII: PROGRAM EVALUATION AND REPORTS

12.01 Accountability Data. A copy of all accountability data provided to the Operator's Charter Authorizer will be provided to IPS on the same schedule as provided to the Authorizer.

12.02 Financial Data. A copy of all financial data provided to the Operator's Charter Authorizer will be provided to IPS on the same schedule as provided to the Authorizer.

12.03 Program Reports and Evaluation. A copy of all program reports and evaluation provided to the Operator's Charter Authorizer will be provided to IPS on the same schedule as provided to the Authorizer.

12.04 Additional Information. If IPS reasonably requires additional information regarding the School to evaluate Operator's performance under this Agreement, including academic or financial information, IPS may request such information, and Operator shall not unreasonably refuse such request.

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 Matchbook Learning at Wendell Phillips School 63 and any and all derivations thereof. During the Term of this Agreement, Operator grants to IPS a non-exclusive non-assignable license to use the name as it relates to the School and the relationship the Parties have pursuant to this Agreement.

ARTICLE XIV: INSURANCE AND RISK OF LOSS

14.01 Insurance Coverage. Operator shall secure and keep in force during the Term of this Agreement insurance coverage in the manner required by the Charter. IPS shall be named as an additional insured under such coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School or any event arising therefrom. IPS shall maintain insurance coverage applicable to any services it provides at the School in substantially the same manner as it maintains such insurance with respect to other IPS schools. Notwithstanding the foregoing requirement regarding insurance

coverage, IPS shall have the right to self-insure part or all of said insurance coverage in IPS' sole discretion. In the event IPS elects to self-insure all or any part of any risk that would be insured under the coverage described above, and an event occurs where insurance proceeds would have been available but for the election to self-insure, IPS shall make funds available to the same extent that they would have been available had such insurance policy been carried.

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 insured. Evidence of insurance shall be delivered to IPS within thirty (30) days of IPS' request.

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

14.04 Evidence of Insurance. Upon request, a Party will furnish a certificate of insurance to the other Party evidencing the required coverage within thirty (30). Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.

14.05 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.

14.07 Transportation. IPS will name Operator as an additional insured under its insurance policy applicable to its provision of transportation services under this Agreement and, if IPS contracts with a third party to provide such transportation services, IPS will use its best efforts to have Operator named as an additional insured under such third party's applicable insurance policy. If Operator contracts with a third party to provide such transportation services, Operator will use its best efforts to have IPS named as an additional insured under such third party's applicable insurance policy.

ARTICLE XV: SAFETY OF STUDENTS

15.01 Health and Well-Being of Students. The Parties agree to use their best efforts to reasonably cooperate to the extent it is necessary to protect the safety and well-being of students

enrolled in the School pursuant to the terms of this Agreement, the Charter, and Applicable Law.

ARTICLE XVI: IMMUNITY

16.01 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, and does not and shall not apply to the Parties' insurance and indemnification provisions set forth in Article XIV. To the extent that this provision purports to create liability or potential liability on the part of either Party beyond its legal authority or power to incur liability, this Section 16.02 is invalid.

ARTICLE XVII: TERM OF THE AGREEMENT; TERMINATION

17.01 Term. The initial term of this Agreement shall begin on the "Commencement Date" and end on June 30, 2023 ("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 one hundred eighty (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 thirty (30) days after written notice by the non-breaching Party of such breach; provided, however, that if the breach would affect the safety or well-being of a student or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.

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

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

(d) Termination Related to Academic Performance. 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 no later than one hundred eighty (180) days prior to the end of the then current school year.

(e) Loss of Charter. This Agreement may be terminated by IPS immediately upon the termination, revocation, expiration without renewal, or loss of the Charter. For purposes of this Section 17.02(e), a “revocation” of the Charter shall occur on the date that the authorizer notifies Organizer that the Charter has been revoked.

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

(g) Change in Applicable Law. If any change in Applicable Law is enacted after the Commencement Date 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 thirty (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. A termination under this Section 17.02(g) shall be effective (i) at the end of the then current school year so long as notice of such termination is provided by no later than one hundred eight (180) days prior to the end of the then current school year, or (ii) at the end of the following school year if notice of such termination is provided fewer than one hundred eighty (180) days prior to the end of the then current school year.

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

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
Superintendent
120 East Walnut Street
Indianapolis, IN 46204**

shall pay all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the predominantly prevailing party in successfully enforcing any covenant or obligation imposed by this Agreement against, or collecting any amounts payable under or pursuant to this Agreement from, the predominantly nonprevailing party in such litigation.

18.14 Remedies Cumulative. The remedies of IPS and Operator provided herein shall be cumulative, and no one of them shall be construed as exclusive of any other or of any remedy provided herein.

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

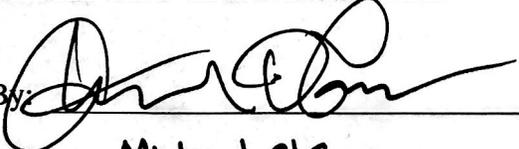
18.16 Due Authorization. The persons executing this Agreement on behalf of Operator covenant and represent that Operator is authorized to conduct business in the State of Indiana. Operator and IPS covenant and represent that the person, partner or member executing this Agreement on behalf of such party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

MATCHBOOK LEARNING SCHOOLS OF INDIANA, INC.

By: 
Name: Russell Menyhart
Title: Board Chair

By: _____
Name: _____
Title: _____

BOARD OF SCHOOL COMMISSIONERS
OF THE CITY OF INDIANAPOLIS

By: 
Name: Michael O'Connor
Title: Board President

By: 
Name: Elizabeth Gore
Title: Board Secretary

