

**AGREEMENT BETWEEN LAWRENCE COUNTY INDEPENDENT
SCHOOLS, LTD., AND THE PERRY TOWNSHIP TRUSTEE**

WHEREAS, the Lawrence County Independent Schools, Ltd., is a not-for-profit corporation authorized to operate in the State of Indiana; and

WHEREAS, the Lawrence County Independent Schools, Ltd., desires to open up one or more charter schools pursuant to provisions of the Indiana Code to serve the educational needs of the children of residents of Lawrence County, Indiana, and its environs; and

WHEREAS, the Perry Township Trustee is an elected governmental official in Lawrence County, Indiana, who is charged with addressing the financial needs of the residents of the geographical territory which he serves; and

WHEREAS, the current Trustee of Perry Township in Lawrence County, Indiana, is Bob Phillips; and

WHEREAS, the North Lawrence Community School Corporation is a not-for-profit corporation authorized to operate in the State of Indiana which is charged with providing educational services opportunities for the children of the county's residents at taxpayer expense; and

WHEREAS, the North Lawrence Community School Corporation, in consolidating the schools within the county, previously acquired from Perry Township and its prior Trustee title and ownership of the Springville Elementary School in Springville, Indiana; and

WHEREAS, the North Lawrence Community School Corporation operated Springville Elementary School as part of its school system until the Corporation's Board of School Trustees voted to close it on January 6, 2020, because of ongoing financial concerns.

WHEREAS, the provisions of I.C. 20-23-6-9 read in pertinent part and are applicable to the instant situation:

(d) This subsection applies when the consolidated governing body of a consolidated school corporation decides that property acquired under subsection (b) from a township is no longer needed for school purposes. *The governing body shall offer the property as a gift to the township that owned the property before the school was consolidated...* The township shall, within ninety (90) days after receiving the notice, inform the governing body in writing as to whether the township wishes to retain the structure... (Emphasis added); and

WHEREAS, the North Lawrence Community School Corporation has failed and refused to offer the former Springville School property back to the Perry Township Trustee as required by law and has failed and refused to comply with the demands of the current Perry Township Trustee, Bob Phillips, to do so; and

WHEREAS, the Board of Directors of the Lawrence County Independent Schools Ltd. and Bob Phillips, the Perry Township Trustee, desire to combine their energies and talents in an effort to establish a charter school at the site of the former Springville Elementary School.

NOW, THEREFORE, the parties to this contract agree and stipulate as follows:

1. That the Perry Township Trustee, Bob Phillips, with the advice and consent of the Perry Township Advisory Board, shall continue to make a good faith effort, short of litigation, to obtain the right, title and ownership to the former Springville Elementary School from the Lawrence County Community School Corporation by Quitclaim Deed.

2. That, should it become necessary for the Perry Township Trustee to initiate litigation against the North Lawrence Community School Corporation in the Lawrence Circuit Court to obtain the right, title and ownership of the former Springville Elementary School as provided by law, the Lawrence County Independent Schools, Ltd. (hereinafter the "LCIS") shall pay the reasonable costs of such litigation (including, among other expenses, the reasonable attorney fees of the counsel of the Perry Township Trustee, filing fees, deposition costs and discovery costs). The Perry Township Trustee shall be permitted to select, in his sole discretion, counsel to prosecute such action.

3. That, whenever the Perry Township Trustee shall, in fact, secure the right, title and ownership of the former Springville Elementary School in fee simple or otherwise from the North Lawrence Community School Corporation, the Trustee, at the expense of LCIS, shall immediately convey the Township's interest in said property to LCIS by Quitclaim Deed.

4. That, upon receiving title to the former Springville Elementary School property, LCIS agrees to, and will:

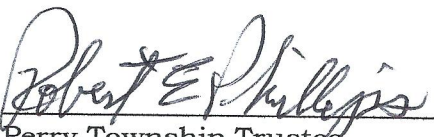
a. Indemnify and hold harmless the Perry Township Trustee and the Perry Township Advisory Board from any debts, liabilities, liens, damages or any other issues with the facility.

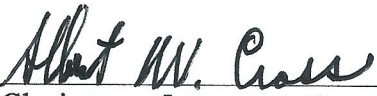
b. Pay all costs related to the facility, including insurance, maintenance, grounds keeping and any other services necessary for the reasonable maintenance of the facility and its associated property.

c. Be responsible for the former Springville Elementary School property and facility whether or not LCIS is successful in obtaining a charter for operating a charter school.

5. That those parties who have executed this document below certify that they are authorized to enter their signatures hereon on behalf of the governmental bodies they represent and have fully complied with Indiana's opening meeting and records law in connection with this all phases of this proceeding.

THIS AGREEMENT ENTERED INTO ON THE DATE SET FORTH BELOW.


 Perry Township Trustee
 Dated: JULY 18, 2020


 Chairman, Lawrence County
 Independent Schools, Ltd.
 Board of Trustees
 Dated: 18 JUL 2020