



**OFFICE of
EDUCATION INNOVATION**

Charter Agreement Overview

This document serves as a concise version of the charter agreement signed by the Mayor of Indianapolis, Office of Education Innovation, and the Board Chair. The Board holds the 501c3 and the charter for the school to operate. This document only serves as a reference; each board member is responsible for compliance with the full charter agreement.

Section	Grant
1.1	The charter contract is granted to the Board. The contract is between the Board and the Mayor.

Section	Discretion of Sponsor
1.3	<p>All decisions with regard to the Charter, school proposals, applications, or renewals shall be made at the discretion of the Sponsor in accordance with applicable law.</p> <p>Further, nothing in any aspect of the Sponsor's or Charter Schools Director's review or deliberation with regard to the determination to issue or not to issue, or to renew or not renew, any particular charter, including without limitation, the application, the application review process, any charter instrument, and any correspondence, communication or documentation relating thereto, grants or implies or can be construed to suggest to any person, entity, or organization, any property right under the United States Constitution, the Indiana Constitution, or applicable law.</p>

Section	Legal Status
2.1	The Charter School is an Indiana public school and shall be subject to applicable law, in addition to any policies relating to charter schools adopted by the Sponsor.

Section	Organization
3.1	The Charter School is established and operated by the Organizer, a not-for-profit corporation formed and organized under the applicable laws of the State of Indiana. The Organizer hereby represents that the Internal Revenue Service has (a) determined it to be tax exempt, or (b) is reviewing the Organizer's application for tax exempt status. If the Organizer has not received a determination by the Internal Revenue Service of its tax exempt status as of the Effective Date, the Organizer must have received such determination before the Organizer may provide instruction to any students attending the Charter School, unless the Charter Schools Director provides express written authorization that the Organizer may provide instruction to students attending the Charter School pending such determination. The Organizer shall immediately inform the Charter Schools Director if its tax-exempt status is questioned, modified, or revoked by the Internal Revenue Service or if its not-for-profit corporation status is questioned, modified, or revoked by the state of incorporation.

Section	Board of Directors
3.2	<p>a. The Organizer has a Board of Directors (hereinafter referred to as the "Board") whose members constitute the governing body of the Charter School (as defined in Indiana Code § 20-26-2-2) and shall manage the Charter School's activities in compliance with the Charter and applicable law.</p> <p>b. The Organizer represents that it has conducted, or will conduct within ninety (90) days of the Effective Date: an expanded criminal history check pursuant to Indiana Code § 20-26-5-10 on each</p>



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	<p>current Board member to the fullest extent permitted under applicable law after obtaining any necessary consents from the current Board member. Any person that has been convicted of the following acts shall be prohibited from serving on the Board, unless such prohibition is expressly waived by the Charter Schools Director in writing:</p> <ul style="list-style-type: none">i. an offense described in Indiana Code § 20-26-5-11; orii. any theft, misappropriation of funds, embezzlement, misrepresentation, or fraud <p>c. The Organizer represents that it will conduct, at least fourteen (14) days prior to the approval of any new Board member: national, and state and local criminal background checks on the prospective Board member to the fullest extent permitted under applicable law after obtaining any necessary consents from the prospective Board member. Any person that has been convicted of the following shall be prohibited from serving on the Board, unless such prohibition is expressly waived by the Charter Schools Director in writing:</p> <ul style="list-style-type: none">i. an offense described in Indiana Code § 20-26-5-11; orii. any theft, misappropriation of funds, embezzlement, misrepresentation, or fraud
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Section	Governance
3.3	The Organizer shall operate the Charter School under the governance plan set forth in its application for the Charter together with any exhibits, attachments, addenda, and amendments.

Section	Bylaws
3.4	The Board shall initially operate pursuant to the bylaws set forth in the Application. The Board shall meet within thirty (30) days of the Effective Date and duly ratify such by-laws. The Board shall operate pursuant to the bylaws of the Charter School whether such bylaws are those initially set forth in the Application, or as amended. The Bylaws may not be amended in any material respect without the prior written approval of the Board, which approval may not be unreasonably withheld, and in no event can an amendment conflict with any term of this Charter Agreement or applicable law. In seeking modification of the Bylaws, the Board must submit to the Board members a duly approved resolution of the Board setting forth the proposed material changes to the Bylaws. Prior to formal Board approval of the proposed material changes to the Bylaws, the Board must submit a written copy of said changes to the Charter Schools Director for approval.

Section	Conflict of Interest
3.5	Any Board member, officer of Organizer, or individual who is to hold a leadership position in the operation of the Charter School, including any administrative position (together, "Interested Persons"), any family member of any Interested Person, or any organization in which the Interested Person has a more than a 2% ownership position, which has any direct or indirect financial interest in any party with which the Organizer contracts for services must disclose to the Board, or to a committee designated by the Board as having the authority to review potential conflicts of interest, the existence of his or her financial interest, and may be given the opportunity to disclose facts material to that interest to the Board or committee. A "financial interest" includes any current or potential ownership interest in, investment interest in, or compensation arrangement with such party. The term "family member" includes any spouse, parent, child, or sibling of the Interested Person. The disinterested members of the Board or committee, (that is, all members except for any Interested Person) will evaluate the impact of the Interested Person's financial interest, assess whether a conflict of interest arises from the financial interest, and determine what action, if any, is appropriate with regard to the financial interest and any



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	conflict of interest. The Board or committee shall conduct whatever additional investigation is considered appropriate under the circumstances.
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Section	Escrow Account for Dissolution
3.7	The Charter School agrees to establish an escrow account of no less than thirty thousand dollars (\$30,000) to pay for legal, wind down of operations and audit expenses that would be associated with a dissolution should it occur. The Charter School may provide for the full amount in its first-year budget, or provide for a minimum of ten thousand dollars (\$10,000) per year for the first three of its charter term. The Charter School's failure to provide for a minimum of ten thousand dollars (\$10,000) by December 31 st in each of the first three years of its charter term, beginning with the first year of instruction, shall be deemed a material violation of this Charter Agreement.

Section	The Charter + Amendments
4.1	The Organizer represents that the information provided in the Application was accurate when submitted and remains accurate as of the Effective Date. To the extent that modifications have been made to the Application between the time it was submitted to the Sponsor and prior to the Effective Date, such modifications shall (a) be reflected in the main body of the Application or in an amendment to the Application; and (b) be approved in writing by the Charter Schools Director. The Application may be modified after the Effective Date only by a signed amendment thereto executed by the Organizer and the Charter Schools Director. To the extent there is a conflict between the terms of this Charter Agreement and the Application, the terms of this Charter Agreement shall govern.

Section	Mission Statement
4.2	The Organizer shall operate the Charter School under the mission statement set forth in the Application.

Section	Accountability Plan
4.4	The Organizer shall develop in draft form, in consultation with the Charter Schools Director and in accordance with the accountability handbook developed by the Charter Schools Director, a proposed accountability plan to provide a basis for evaluating whether the Organizer is meeting its educational, operational, and financial goals under the Charter (the "Accountability Plan"). This draft plan shall be developed in accordance with the timeline set forth in the accountability handbook. At a minimum, the Accountability Plan must include performance expectations as specified in the Performance Framework, which includes both common and school-specific performance expectations. For elements of the Accountability Plan that require review or evaluation by an external entity as determined by the Charter Schools Director, the Organizer is required to select such an entity that is approved by the Charter Schools Director, and fund expenses related to any such evaluation.

Section	Third Party Contracts
4.7	No contract entered into by the Organizer with any third party shall amend, alter, or modify any provision of this Charter Agreement.

Section	Curriculum
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5.1	The Organizer shall develop a curriculum for the Charter School as a Prior Action. The Organizer shall make a copy of the curriculum and the Accountability Plan (once developed) available for inspection at the Charter School during normal school hours and shall provide a copy in response to any telephone or mail request by any person.
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Section	Educational Benchmarks of Charter School
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5.2	The benchmarks and indicators of performance for measuring academic progress of students attending the Charter School shall be as described in the Application, this Charter Agreement, and the Accountability Plan, and any reports submitted under the terms of this Charter Agreement.
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Section	Grades Served: Number of Students
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6.1	The Organizer is authorized to enroll students in accordance with the grade levels and enrollment limits set forth in the Application. Any change in grade levels offered at the Charter School or increase or decrease in overall student enrollment from the limits set forth in the Application shall require prior written approval from the Charter Schools Director, which approval or disapproval must be communicated to the Organizer within ten (10) business days after the Charter Schools Director receives written notice from the Organizer of its proposed increase in overall student enrollment.
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Section	Open Enrollment
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6.2	The Organizer shall not establish admission policies or limit student admissions in any manner in which a public school is not permitted to establish admission policies or limit student admissions, except where enrollment of an applicant who does not have legal settlement in the district in which the Charter School is located is successfully appealed pursuant to Indiana Code § 20-24-5-2, or as provided in Paragraph 6.3 of this Charter Agreement, below.
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Section	Lottery
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6.3	<p>The lottery shall be conducted as set forth in the Application, and shall be designed in such a manner that it gives a parent or any other legal guardian a reasonable opportunity to participate in the lottery. If the number of applicants for admission exceeds the capacity stated in this Charter Agreement for any grade, building, or program, the Organizer must conduct a random lottery for enrollment, giving each timely applicant an equal chance of admission, with the following exceptions:</p> <ul style="list-style-type: none">a. The organizer may provide that a student who attended the Charter School in the previous school year may continue to attend andb. The organizer may allow the siblings of a student who attends the Charter School to be admitted to the Charter School
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Section	Recruitment; Enrollment
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6.4	The Organizer's recruitment and enrollment policies for the Charter School are subject to all federal and state law and constitutional provisions that prohibit discrimination on the basis of race, disability, gender, religion, national origin, ancestry, or color.
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Section	Student Records
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6.5	The Organizer shall maintain all student records, including enrollment information, electronically on a system that is mutually acceptable to the Organizer and the Charter Schools Director.
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Section	Unified Enrollment
6.6	The Organizer shall participate in the unified enrollment system that is currently being developed by Enroll Indy, or otherwise. The Organizer's participation in the unified enrollment system being developed by Enroll Indy, shall commence once the system is launched.

Section	Employee Benefits
8.1	Teachers and other staff who work at the Charter School shall be provided health insurance, retirement benefits, liability insurance, and other benefits: <ul style="list-style-type: none">a. As described in the Application; orb. As otherwise negotiated with their employer

Section	Applicable Law
9.1	As a Prior Action, the Organizer shall identify a location for the Charter School and develop facilities for the Charter School that comply with: (a) all applicable law, including building, fire and safety, and zoning and land use codes for school use; (b) this Charter Agreement; and (c) the Application.

Section	Material Changes
9.2	The Organizer shall notify the Charter Schools Director immediately as to any of the following: <ul style="list-style-type: none">a. Any material change in the availability or condition of the physical plant, such as through flood, fire, or other unanticipated circumstance;b. Any allegation that the Organizer or the lessor has breached any lease, deed or other land use agreement concerning the physical plant; orc. Any proposal to move the Charter School from its current facility to another or from its current location to another.

Section	Construction of Facility
9.3	As required under Indiana Code § 20-24-7-7, if the Organizer uses public funds for the construction, reconstruction, alteration, or renovation of a public building, then bidding and wage determination law, and any other law relating to such projects shall apply.

Section	Organizer as Fiscal Agent
10.1	The Organizer is the fiscal agent for the Charter School. The Organizer has exclusive control of, and is responsible for, the funds received by the Charter School and the financial matters of the Charter School.

Section	Separate Accounts; Audits
10.2	The Organizer shall maintain separate accountings of all funds received and disbursed for the Charter School and shall follow applicable law concerning separate maintenance of federal funds.

Section	Adoption of Unified Accounting System
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10.3	The Organizer shall adopt and implement the unified accounting system prescribed by the State Board of Education and State Board of Accounts.
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Section	Acquisition of Real and Personal Property
10.4	The Organizer may, for educational purposes, acquire real and personal property or an interest in real and personal property by purchase, gift, grant, devise, or bequest.

Section	No Tuition
10.5	The Organizer shall not charge tuition for any student, except that it may charge for preschool or before-and-after-school programs, unless prohibited under applicable law.

Section	Federal Funding
10.6	The Organizer shall make all applications, enter into all contracts, and sign all documents necessary for the receipt by the Charter School of any aid, money, or property from the federal government.

Section	Administrative Fee
10.7	<p>Beginning on July 1st before the school's fourth (4th) school year of operation, the Organizer shall pay to the Mayor an administrative fee in an amount equal to one percent (1%) of the total amount the Organizer receives during the state fiscal year for basic tuition support as this term is defined under Ind. Code § 20-43-1-8.</p> <ul style="list-style-type: none">a. This fee is due and payable within thirty (30) days from the date that the fee is invoiced to the Organizerb. The imposition of this fee shall apply prospectively from the date of this Amendment. That is; a Charter over four (4) years old does not have arrearage.c. All other terms and conditions of the Charter, including prior amendments, remain in full force and effect in the same manner as set forth therein.

Section	Insurance
11.1	The Organizer shall maintain as a Prior Action a schedule of insurance as specified by the Charter Schools Director.

Section	Notice of Potential Claims
11.4	The Organizer and the Charter Schools Director shall make a good faith effort to notify each other of any actual or potential claims subject to indemnification under Paragraph 11.2 of the Charter Agreement, but failure to do so shall not invalidate the Organizer's indemnification duties herein.

Section	Discipline; Student Rights; School Safety
13.1	The Organizer shall develop, implement, and maintain as a Prior Action a school safety plan, including a discipline plan, to provide for a safe learning environment at the Charter School for students, staff, volunteers, and visitors. The school safety plan shall include an emergency preparedness plan for the Charter School that meets the requirements set forth in 511 IAC § 6.1-2-2.5. The Sponsor reserves the



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	right to receive annual assurances from the Organizer that an existing emergency preparedness plan has been reviewed and revised, if necessary.
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Section	Expulsion or Involuntary Transfer
13.2	No student shall be expelled or transferred involuntarily from the Charter School except in accordance with applicable law governing the conduct and discipline of students, including Indiana Code §§ 20-33-8-19 and 20-33-8-20

Section	Desegregation Order
14.1	The Organizer shall comply with any applicable desegregation order and any plan set forth in the Application relating thereto.

Section	Compliance with Constitution; Discrimination Law; Applicable Law Generally
15.1	The Organizer shall comply with the United States Constitution; the Indiana Constitution; all federal and state law provisions that prohibit discrimination on the basis of age, disability, race, color, gender, national origin, religion or ancestry; the Indiana statutes specified in Indiana Code § 20-24-8-5; and any other applicable law.

Section	Compliance with Applicable Law Relating to Special Education Students
15.3	The Organizer acknowledges that it shall comply with any applicable law that relates to the provision of services to special education students attending the Charter School and shall develop, as a Prior Action, a comprehensive special education plan for such students.

Section	ESL Students
15.4	The Organizer shall provide instruction at the Charter School for students eligible for English as a Second Language instruction as provided by law and without discrimination against such students.

Section	Access to Public Records Law
15.5	Records relating to the Organizer's Charter and the operation of the Charter School that are in the possession, custody, or control of the Organizer are subject to inspection and copying to the same extent that records of a public school are subject to inspection and copying pursuant to Indiana Code Chapter 5-14-3

Section	Compliance with State and Federal Law; Inspection
15.6	Records provided by the Organizer to the Department or the Charter Schools Director that relate to compliance by the Organizer with the terms of this Charter Agreement or applicable law are subject to inspection and copying pursuant to Indiana Code Chapter 5-14-3.

Section	Open Door Law
15.7	The Organizer's operation of the Charter School is subject to the requirements of the Open Door Law governing public meetings pursuant to Indiana Code Chapter 5-14-1.5



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Section	Criminal History Information
15.8	The Organizer shall establish and implement a policy for conducting criminal history background checks in its operation of the Charter School that is consistent with Indiana Code § 20-26-5-10.

Section	Notice of Litigation
15.10	The Organizer shall notify the Charter Schools Director within five (5) business days of either the Charter School or any member of the School Board (acting in his or her capacity as a member of the School Board) being named as a plaintiff or defendant in any court proceeding or as the subject of any administrative enforcement proceeding arising from the operation of the Charter School.

Section	Term
16.1	The term of the Charter shall commence on the Effective Date and end forty-five (45) days after completion of the seventh (7 th) school year of the Charter School.

Section	Performance Review
16.2	<p>The Charter Schools Director shall review the Organizer’s performance no less frequently than annually, with the content and scope of each review to be determined by the Charter Schools Director. As part of the overall review process, the Charter Schools Director shall review the Organizer's performance in operating the Charter School, including methodology for gauging the progress of the Charter School in achieving the educational mission and goals incorporated in the Application, this Charter Agreement, and the Performance Framework. Such performance review shall include methods for holding the Organizer accountable for improvement in student performance as measured by the following, if appropriate for grade level:</p> <ul style="list-style-type: none">a. results on mandatory annual assessments, as defined in 511 IAC § 6.2-6-1, including the number and percentage of students meeting state academic standards;b. Student attendance rates;c. Graduation rates;d. number and percentage of students completing the Core 40 curriculum and results on Core 40 end of course assessments; ande. Number of academic honors diplomas

Section	Renewal
16.3	The Charter and this Charter Agreement may be renewed or not renewed, solely at the discretion of the Sponsor. In considering any renewal, the Sponsor may request the Charter Schools Director to review the Organizer’s performance in operating the Charter School, including the progress of the Charter School in achieving the academic goals set forth in the Application, and the Performance Framework.

Section	Grounds for Revocation
16.4	<p>The Charter and this Charter Agreement may be revoked by the Sponsor at any time before the expiration of the term if the Charter Schools Director determines that one (1) of the following has occurred:</p> <ul style="list-style-type: none">a. the Organizer fails to fulfill any of its obligations in this Charter Agreement;



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	<ul style="list-style-type: none">b. the Organizer violates any of its representations in this Charter Agreementc. the Organizer fails to comply with any of the terms and conditions set forth in this Charter Agreement;d. the Organizer fails to commence Charter School operations or have students in attendance at the Charter School in accordance with Section 7;e. the Organizer fails to meet the educational goals of the Charter School set forth in the Application, the Performance Framework, or this Charter Agreement;f. the Organizer fails to comply with the U.S. Constitution, the Indiana Constitution, or applicable law;g. the Organizer fails to use the accounting principles required under applicable law;h. the Charter Schools Director has cause to believe the health or safety of students attending the Charter School may be in jeopardy; ori. the Organizer files for bankruptcy or becomes insolvent.
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Section	Cause for Revocation; Notice
16.5	If the Charter Schools Director becomes aware of circumstances that may provide cause for revocation of the Charter as set forth under Paragraph 16.4, the Charter Schools Director shall provide the Organizer with written notice of such circumstances and state a date, which shall not be less than fifteen (15) business days from the date of such notice, by which time the Organizer must respond in writing (a) showing cause why the Charter should not be revoked or (b) proposing to cure the condition.

Section	Non-Renewal, Revocation, or Expiration
16.6	If the Charter is not renewed, is revoked, or expires: <ul style="list-style-type: none">a. the Organizer shall follow the procedures set forth in the Charter School Closure Plan (hereinafter referred to as "Closure Plan");b. the Organizer shall be responsible for winding down the operations of the Charter School, including payment of any and all debts, loans, liabilities (contingent or otherwise) and obligations incurred at any time by the Organizer in connection with the operation of the Charter School; under no circumstances, shall the City or the City's officers, employees, agents, or representatives, including the Sponsor and the City's Charter School Board, or those acting on behalf of the City's officers, employees, agents and representatives, be responsible for such obligations; andc. the Organizer shall cooperate with the Charter Schools Director to effect the orderly closing of the Charter School and shall comply with all applicable laws.

Section	Master Calendar of Reporting Requirements
17.1	The Charter Schools Director shall annually provide to the Charter School a calendar that sets forth the schedule for all reports that the Charter School shall submit to the Charter Schools Director as required hereunder and the dates by which such reports shall be submitted (the "Master Calendar").

Section	Budgets and Accounting Reports; Timing
17.2	The Organizer shall adopt a July 1 through June 30 budget and accounting year (the "Accounting Year"). The Organizer shall gather, calculate, and submit budgets and accounting information requested hereunder based upon the Accounting Year. If applicable law requires the Organizer to implement a different Accounting Year, the Organizer shall comply with such requirements for both accounting and budgetary reporting purposes.



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Section	Quarterly Reports
17.4	<p>The Organizer shall submit the following to the Charter Schools Director within forty-five (45) days after each quarter of each Accounting Year:</p> <ol style="list-style-type: none">financial statements prepared in accordance with the accounting standards of the State Board of Accounts; anda certification that the Organizer has operated the Charter School in compliance with this Charter Agreement and applicable law during the previous quarter, except as otherwise noted.

Section	Annual Report
17.5	<p>As required under Indiana Code 20-24-9-1, the Organizer shall submit an annual report to the Department containing the information set forth in Indiana Code 20-24-9-2 in addition to any other data required by the Charter Schools Director or that the Department and local school districts require under applicable law. The Organizer shall provide a copy of the annual report that it submits to the Department to the Charter Schools Director</p>

Section	Performance Report
17.6	<p>As required by Indiana Code § 20-24-9-6, the Organizer shall publish a performance report not earlier than January 15 or later than January 31 that provides the information required under Indiana Code § 20-20-8-8. Upon request, the Organizer shall provide a copy to the Charter Schools Director of its performance report</p>

Section	Public Inspection
17.8	<p>The Charter Schools Director may make any of the reports herein available for public inspection, to the extent permitted under applicable law</p>

Section	Notice
18.1	<p>All notices, reports, and other documents covered by this Charter Agreement and required to be sent to one of the parties shall be in writing and shall be delivered by electronic mail, hand or by U.S. Certified Mail, return receipt requested, to the following contacts, as applicable, at the address shown or to such other address as may be provided by notice under this paragraph:</p> <p>If to the Charter Schools Director:</p> <p>Charter Schools Director Office of the Mayor 2501 City-County Building 200 E. Washington Street Indianapolis, IN 46204</p> <p>If to the Organizer:</p> <p>[Name/Address]</p>

Section	Governing Law
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18.2	The Charter and this Charter Agreement shall be governed by, subject to, and construed under the laws of the State of Indiana without regard to its conflicts of laws provisions.
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Section	Waiver
18.3	No waiver of any breach of any provision of this Charter Agreement shall be held as a waiver of any other or subsequent breach.

Section	Counterparts; Signature by Facsimile
18.4	This Charter Agreement may be signed in counterparts, which together shall constitute the original Charter.

Section	Amendment
18.5	This Charter Agreement may be amended only by a written instrument executed by the Organizer and the Charter Schools Director.

Section	Severability
18.6	In the event that any provision of the Charter Agreement, or the application thereof, shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of the Charter Agreement and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of the Charter Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.

Section	Severability
18.7	The Charter Agreement supersedes and replaces any and all prior agreements and understandings between the City (or the City's officers, employees, counsel, consultants, agents, representatives, including the Sponsor and the City's Charter School Board, and those acting on behalf of the City's officers, employees, counsel, consultants, agents and representatives) and the Organizer (or the Organizer's duly authorized representatives).

Section	Construction
18.8	The Charter Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Charter Agreement.

Section	Disputes
18.9	The Organizer and Sponsor shall not exercise any legal remedy with respect to any dispute arising from the Charter without (a) first providing written notice to the other party setting forth a description of the dispute, and (b) thereafter, meeting with the other party and attempting in good faith to negotiate a resolution of such dispute. This provision shall not apply to the Sponsor's revocation rights under Paragraph 16.4 of this Charter Agreement.



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Section	Third Party Beneficiary
18.10	Nothing in the Charter Agreement, either expressed or implied, shall be construed to give any non-party any legal or equitable rights hereunder.

Section	Assignment
18.11	The Organizer may not transfer or assign any of its rights or obligations under the Charter Agreement without the amendment of the Charter Agreement.

Section	Authority
18.13	The Organizer is duly authorized to enter into the Charter Agreement, and the persons executing the Charter Agreement have been duly authorized to do so by the Board.

Section	Surviving Provisions
18.14	In addition to the surviving terms and conditions set forth in Paragraph 11.3 of the Charter Agreement, Paragraphs 3.5, 16.6, 18.9, and 18.10 of the Charter Agreement shall also survive the expiration, non-renewal, or revocation of the Charter Agreement.