AGREEMENT

This agreement ("Agreement") is made and entered into as of this 1st day of February, 2010, by and between the Monroe County Community School Corporation (hereinafter referred to as “MCCSC”), a body corporate and political subdivision of the State of Indiana, whose principal place of business is 401 East Miller Drive, Bloomington, Indiana 47401 and ARTFUL LEARNING™, Inc. (hereinafter referred to as “ALinc”), whose principal place of business is 216 Dunham Road, Fairfield, Connecticut 06824 (MCCSC and ALinc are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, ALinc has a strong commitment to making the Arts and the Artistic Process a part of every child's education; and

WHEREAS, ALinc established the Leonard Bernstein Center ("LBC") to support use of the Arts and the Artistic Process as a methodology for educators to deliver academic curriculum to increase student engagement/achievement; and

WHEREAS, ALinc has developed the ARTFUL LEARNING™ program which offers a comprehensive school improvement methodology using arts-based strategies for schools and communities (the “Program”); and

WHEREAS, ALinc and MCCSC have identified Fairview Elementary School as the site for the development of the ARTFUL LEARNING™ program.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 Site Selection. MCCSC has identified Fairview Elementary School, located at 500 West 7th Street, Bloomington, Indiana, 47404, as the site for this Program.

2.02 License. ALinc agrees to license its ARTFUL LEARNING™ educational model to MCCSC in accordance with the attached trademark and copyright license terms set forth in Exhibit A (which is incorporated herein by this reference), solely in strict accordance with the terms and conditions set forth in this Agreement, including without limitation the licensing conditions set forth in Exhibit A.

2.03 Key Program Components. The Key components of the Program are as follows:
(a) The Leonard Bernstein Center signature program, a comprehensive school reform model, is called ARTFUL LEARNING™. This model provides the infrastructure for ALinc's work with schools.

(b) Like Maestro Leonard Bernstein, participating teachers and students use the lens of the artist, the discipline of a scholar, and the mentorship of a teacher to gain deeper understanding of both subject areas and their own learning.

(c) The ARTFUL LEARNING™ model encourages scholarship in all disciplines, and develops the capabilities that business leaders, educators and parents want: creative problem solving, analytical thinking, collaborative skills, judgment, appreciation of excellence, and love of learning.

(d) Participating teachers attend three annual sequenced courses that require teachers to examine their own teaching from the perspectives of Artist, Teacher, and Scholar. During the courses, teachers prepare units of study to implement in their classrooms.

(e) The central idea of the model is that authentic school improvement occurs in the learning dynamic between the teacher and the students, making professional development the core of the ARTFUL LEARNING™ model.

(f) The model has a record of success in schools with diverse populations including students who are at risk. Studies have specifically documented (1) rises in student achievement, (2) favorable comparative analysis of schools using the ARTFUL LEARNING™ model and (3) relevant professional development aligned with best practices in education.

(g) The ARTFUL LEARNING™ model is based on 19 years of research and testing with teachers and students in public schools nationally. Results indicate that the approach is viable for grades K-12.

(h) The ARTFUL LEARNING™ model is successfully implemented in demographically diverse environments from inner city, dual-language, suburban and at-risk populations and to the economically advantaged.

(i) The ARTFUL LEARNING™ model has a distinctive framework for curriculum planning and assessment as well as identified strategies for school improvement. The framework may be applied to an existing state-mandated curricula by incorporating the artistic process across all disciplines or as the principal initiative. Basic components of the framework are Experience (uses Masterworks such as the Declaration of Independence, Guernica, and Periodic Table of Elements, linked with a Concept and Significant Questions as a catalyst to engage learners); Inquire (leads students through research and constructivist inquiry-based activities to new hypotheses); Create (brings students' original ideas to new products); and Reflect (guides students through documenting and interpreting their reflections). Each component has built-in criteria for assessment.
Comprehensive assessment, including mandated tests and ARTFUL LEARNING™ Portfolios, provides profiles of students' learning, teachers' delivery methods, and school improvement.

2.04 Professional Development and Support

ALinc will provide MCCSC staff with the appropriate professional development and support materials to assist in implementing the ARTFUL LEARNING™ program. The MCCSC staff will implement LBC's ARTFUL LEARNING™ school improvement model as part of a school wide implementation effort.

ALinc will provide services and materials as follows:
- Five (5) Days of professional development to include:
  - Minimum of fourteen (14) consecutive contact hours (on-site/LBC personnel and/or comparable trainer(s) facilitating) of the School Design Book - Artful Leadership training/professional development
  - Four (4) consecutive days/minimum of twenty-four (24) consecutive contact hours of Level I Implementation Training (on-site/LBC personnel or comparable trainer(s) facilitating).
  - Two (2), two-day Level I Follow-Up Sessions for a minimum total of twenty-four (24) contact hours AND a minimum of four (4) contact hours for the school leadership team.
  - Two (2) sets of Level I Inquiry Centers for forty (40) participants.
  - Each staff member trained will receive the Level I ARTFUL LEARNING™ Teacher Manual AND each school leadership team member will receive a copy of the School Design Book - Artful Leadership Level I Operations Manual.
  - Complete PDF set of twenty-three (23) Arts-Based Skills & Strategies.

ARTFUL LEARNING™ Units of Study Requirements

Each implementing grade level, educator quorum, or specialist will develop and utilize at least one (1) ARTFUL LEARNING™ Level I Unit of Study in each classroom during the Level I Implementation. Units of Study and sample student portfolios will be submitted to ALinc for feedback via professional development trainings. ALinc will provide constructive feedback on the content quality of the classroom units of study.

ARTFUL LEARNING™ Site Support Personnel

School site will designate a LBC Site Liaison to communicate with ALinc during implementation through May 31, 2011.
2.05 **Term.**

The term of the Agreement shall extend for a period of twelve (12) months commencing on June 1, 2010 and ending on May 31, 2011.

2.06 **Payment for Program Services.**

(a) **Fees.** The fee to be charged to MCCSC for the ARTFUL LEARNING™ Program during the term is **Sixty-Eight Thousand, Six Hundred and Forty Dollars ($68,640.00)**, which is due and payable in full to ALinc no later than thirty (30) days after the parties execute this Agreement. It is understood this is the Year One portion of the experience for the three-year school reform model. The breakdown of the fee is presented in Exhibit B.

(b) **Change in Training Days.** ALinc and MCCSC shall mutually agree upon the particular training dates for implementation of the ARTFUL LEARNING™ Program. However, if MCCSC cancels any such training day(s) that already have been scheduled, and ALinc incurs any out-of-pocket costs in connection with such cancellation and/or the rescheduling of such day(s) (e.g., cancellation fees for airline tickets), then MCCSC shall promptly reimburse ALinc for the amount of such costs (up to 5% of the total program cost) within ten (10) days of ALinc’s delivery of an invoice.

2.07 **Indemnification.** Incorporation agrees to defend, indemnify and hold harmless MCCSC and its parents, subsidiaries, affiliates, successors, licensees, agents, attorneys and assigns, and the officers, directors, members and employees of the foregoing, from and against any and all third-party claims, liabilities, damages, costs and expenses (including attorneys' and accountants' fees reasonably incurred) arising out of (a) any acts or omissions of the other Party or the other Party’s agents or representatives acting within the scope of their employment, and (b) any and all breaches of any warranties, representations, covenants or agreements made herein by Incorporation (the “Indemnifying Party”). The “Other Party” (i.e., the Party entitled under this Section 2.06 to be indemnified) shall not settle any claim without first notifying the Indemnifying Party of terms of any proposed settlement and obtaining its prior written consent thereto, such consent not to be withheld unreasonably; however, if the Indemnifying Party does not wish to consent to the proposed settlement, it shall nevertheless be deemed to have consented thereto unless the Indemnifying Party posts, within ten (10) days after such notice, a bond, satisfactory to the Other Party in its reasonable discretion, to assure the Other Party of reimbursement for all damages, liabilities, costs and expenses (including legal expenses and counsel fees reasonably incurred) that the Other Party, in its reasonable business judgment, will incur as a result of such a claim. The Indemnifying Party shall have the right to control the defense of any action for which it is obligated to provide indemnification hereunder; provided, however, the Other Party shall have the right, at its sole cost and expense, to participate in such defense with counsel of its choosing. The Indemnifying Party shall, upon demand, pay the person or entity being indemnified hereunder for any payment made or required to be made by such person or entity at any time (including after the Term) in respect of any liability, damage, or expense to which the foregoing indemnity relates.
ARTICLE 3 - GENERAL CONDITIONS

3.01 No Third Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend directly or substantially to benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the Parties based upon this Agreement.

3.02 Non-Discrimination. The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.03 Termination. This Agreement may be terminated by either MCCSC or ALinc during the Term upon thirty (30) days written notice to the other Party of its desire to terminate this Agreement; provided, however, that in the event this Agreement is terminated by MCCSC, MCCSC shall: (a) pay ALinc within ten (10) days of the date of such notice of termination for all services that have been or shall be rendered through the effective date of termination; and (b) reimburse ALinc for all out-of-pocket costs actually incurred in connection with ALinc’s performance under this Agreement through the effective date of termination, to the extent that such costs were not incurred in connection with service dates for which MCCSC already has paid Incorporation in accordance with the terms of Section 2.05, above.

3.04 Records. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records.

3.05 Entire Agreement. This Agreement, together with all exhibits, and that certain Personal Services Contract entered into between the Parties simultaneously herewith (collectively, the “Complete Agreement”), incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the Complete Agreement. Accordingly, the Parties agree that no deviation from the terms of the Complete Agreement shall be predicated upon any prior representations or agreements, whether oral or written. Notwithstanding anything contained in this Agreement or the aforementioned Personal Services Contract to the contrary, in the event that any of the terms or provisions of this Agreement are inconsistent with the terms or provisions of the Personal Services Contract, the applicable terms or provisions of this Agreement shall in all cases govern and be determinative.

3.06 Amendments. No modification, amendment, or alteration of the terms or conditions, contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party.

3.07 Preparation of Agreement. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel may have been necessary for them
to form a full and complete understanding of all rights and obligations set forth in this Agreement and that the preparation of this Agreement has been through their joint efforts. The language agreed to in this Agreement expresses the Parties’ mutual intent and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

3.08 **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.09 **Compliance with Laws.** Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

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3.10 **Governing Law.** THIS AGREEMENT IS ENTERED INTO IN THE STATE OF CONNECTICUT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF CONNECTICUT APPLICABLE TO CONTRACTS ENTERED INTO AND TO BE WHOLLY PERFORMED THEREIN (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES UNDER CONNECTICUT LAW). THE PARTIES AGREE THAT ANY ACTION, SUIT OR PROCEEDING BASED UPON ANY MATTER, CLAIM OR CONTROVERSY ARISING HEREUNDER OR RELATING HERETO SHALL BE BROUGHT SOLELY IN THE STATE COURTS OF OR THE FEDERAL COURT IN THE STATE OF CONNECTICUT.

3.11 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

3.12 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by either party without the prior written consent of the other, provided, however, that ALinc may assign or transfer this Agreement if it affiliates with another entity or institution.

3.13 **Force Majeure.** Neither Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, labor disputes, riot or civil commotion, or by reason of any other matter or condition beyond the control of the applicable Party, and which cannot be overcome by reasonable diligence and without unusual expense (each, a "Force Majeure Event"). In no event shall a lack of funds on the part of either Party be deemed a Force Majeure Event.

3.14 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that
provision shall not affect any other provision, and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.15 **Notice.** All notices under this Agreement must be in writing in order to be effective, and shall be deemed to have been duly given or made (a) on the date delivered in person, (b) on the date indicated on the return receipt if mailed postage prepaid, by certified or registered U.S. Mail, with return receipt requested, or (c) if sent by Federal Express, U.P.S. Next Day Air or other nationally recognized overnight courier service or overnight express U.S. Mail, with service charges or postage prepaid, on the next business day after delivery to the courier service or U.S. Mail (if sent in time for and specifying next day delivery). In each case (except for personal delivery) such notices, requests, demands, and other communications shall be sent to a Party as follows:

To MCCSC: Cameron Rains  
Director of Elementary Education  
Office of Curriculum and Instruction  
Monroe County Community School Corporation  
401 East Miller Drive  
Bloomington, Indiana 47401  
812-330-7700  
crains@mccsc.edu

With a Copy To: Dr. Coopman  
Superintendent  
Monroe County Community School Corporation  
401 East Miller Drive  
Bloomington, Indiana 47401  
tcoopman@mccsc.edu

With a Copy To: Michael Sbabo  
Treasurer  
Artful Learning, Inc.  
121 West 27th Street  
New York, NY 10001

3.16 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.17 **Authority.** The persons signing this Agreement on behalf of each Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
3.18 **Non-Solicitation.** During the term of this Agreement and for a period of one year thereafter, MCCSC agrees that it shall not employ or contract individually with any ALinc or LBC personnel who have provided services to MCCSC under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above mentioned.

**MONROE COUNTY COMMUNITY SCHOOL CORPORATION**

By: ____________________________

J.T. Coopman
Superintendent

Date: ____________________________

**ARTFUL LEARNING, INC.**

By: ____________________________

Mike Sbabo
Treasurer

Artful Learning, Inc.

Date: ____________________________

By: ____________________________

Jeannine Butler
Board President

Date: ____________________________
EXHIBIT A

LICENSE TERMS

1. **Trademarks.**

1.01 ALinc has the right to sublicense to MCCSC the name "Leonard Bernstein," Leonard Bernstein's profile and Leonard Bernstein's signature. In addition, ALinc is owner of the mark, ARTFUL LEARNING™.

1.02 During the term of the Agreement, ALinc hereby grants to MCCSC a nonexclusive right to use the marks referenced in this Paragraph 1.02 solely in connection with the Program and solely in accordance with the following guidelines:

(a) The ARTFUL LEARNING™ Logo and Leonard Bernstein Center Logo must appear on all Incorporation materials and announcements sent to the public. A logo sheet will be provided for MCCSC use.

(b) When reproducing Leonard Bernstein Center and ARTFUL LEARNING™ materials in color, please request permission and Pantone Colors.
(c) The ARTFUL LEARNING™ Model can be reproduced by MCCSC only with prior permission.

(d) MCCSC must obtain ALinc’s prior written approval in connection with any use of ALinc’s trademarks. Without limiting the generality of the foregoing, each and every use of ALinc’s trademarks must be accompanied by the following legal notices, as applicable:

"LEONARD BERNSTEIN and the LIKENESS OF LEONARD BERNSTEIN are registered trademarks of the Leonard Bernstein Office, Inc. and are used under license."

“ARTFUL LEARNING™ is a registered trademark of the Leonard Bernstein Office, Inc. and is used under license.”

Any other approved use of ALinc trademark shall be accompanied by a similar legal notice.

Next to each use of a LEONARD BERNSTEIN or Incorporation trademark, there must be displayed a “®” or “™” symbol, as appropriate.

(e) Only schools that are licensed as Leonard Bernstein Center-ARTFUL LEARNING™ Schools are allowed to use the Leonard Bernstein name, Leonard Bernstein's profile, the Leonard Bernstein signature or ALinc trademarks.

(f) A licensed school should identify itself as a "ARTFUL LEARNING™" School in all materials related to the Program.

1.03 As between ALinc and MCCSC, ALinc or the Leonard Bernstein Office, Inc., as applicable, are the owners of such marks and ALinc or Leonard Bernstein Office, Inc. (as applicable) has acquired substantial and valuable goodwill in such marks.

1.04 MCCSC acknowledges and agrees that MCCSC has no rights in or to the marks licensed for use hereunder except the limited rights to use such marks as expressly set forth herein.
1.05 During the term of the Agreement, MCCSC represents and warrants that MCCSC will not:

(a) challenge or contest the ownership of the marks licensed for use hereunder or the validity of such marks;

(b) intentionally harm, misuse or bring the marks into disrepute;

(c) incur any expense chargeable to ALinc without ALinc's prior written approval; or

(d) intentionally use the marks licensed for use hereunder in any manner inconsistent with the rights of ALinc, Leonard Bernstein Office, Inc., or any third party, or in any manner that would violate, infringe, unfairly compete, or cause a likelihood of confusion concerning any common law or statutory rights of ALinc, Leonard Bernstein Office, Inc., or any third party.

1.06 MCCSC may use the marks in connection with fundraising and/or community service activities, provided that MCCSC obtains the prior written consent of ALinc in each instance.
2. **Copyrights.**

2.01 ALinc shall provide MCCSC with professional development materials relating to the Program (the "Materials").

2.02 The Licensee acknowledges that ALinc is the sole, exclusive and perpetual owner of all right, title and interest in and to the Materials, including without limitation all copyrights therein.

2.03 During the term of the Agreement, ALinc hereby grants to the MCCSC the non-exclusive right, license, privilege and authority to reproduce the Materials solely to the extent necessary to comply with the Program and solely in accordance with the guidelines set forth in this Exhibit A and the Agreement.

2.04 MCCSC must obtain ALinc’s prior written approval in connection with any use of the Materials or any other Incorporation copyrights. Without limiting the generality of the foregoing, each and every use of ALinc’s copyrights must be accompanied by the following legal notice:

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“© ____ [Date] ARTFUL LEARNING, Inc.”
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For avoidance of doubt, only schools that are licensed as LBC ARTFUL LEARNING(TM) Schools are allowed to use ALinc copyrights.

2.05 All Materials shall be promptly returned to ALinc following the expiration or earlier termination of this Agreement and shall not be used without further written permission from ALinc. MCCSC shall not create additional copies of the Materials, or any other materials based on the Materials, without the prior written approval of ALinc.

2.06 In the event that MCCSC creates any curricula or other materials (collectively, “New Materials”) based on or incorporating any of the Materials (including without limitation any models or templates developed, owned or controlled by ALinc), such New Materials: (a) shall be subject in all respects to the written approval of ALinc prior to their initial publication or dissemination; (b) shall include an acknowledgment of the collaborative efforts of ALinc and shall provide a credit to ALinc and the LBC in an approved manner; and (c) shall be used, published and disseminated only in manners approved in advance and in writing by ALinc.
2.07 All rights in the Materials not expressly granted herein are hereby reserved by ALinc.

2.08 During the term of the Agreement, MCCSC represents, warrants, and covenants that MCCSC will not:

(a) challenge or contest ALinc’s ownership of the copyrights in and to any Incorporation copyrights licensed for use hereunder or the validity of such copyrights;

(b) intentionally harm, misuse or bring such copyrights into disrepute; or

(c) use the copyrights licensed for use hereunder in any manner inconsistent with the rights of ALinc or any third party.
EXHIBIT B

FEES

Artful Learning™
Level I
Implementation & School Design Book Leadership Professional Development
Based on 40 Participants

Standard
$68,640
Implementation (Summer 2010)
Professional Development Services $30,888
Resources & Materials $13,728
$44,616

Follow-Up Sessions
(Fall 2010 – Winter/Spring 2011)
Professional Development Services $24,024

$68,640* TOTAL

*All trainings are designed for 40 participants, any number exceeding that is an additional $700.00 per Level I teacher/participant and an additional $950.00 per Level I School Design Book teacher/leadership team/participant. Schools are encouraged to train support staff, arts partners, parents and other stakeholders to reach the 40 participants as there is no price reduction for trainings under that number. New staff members joining the school implementation already in progress will require Level I Manuals for an additional $100.00 per participant. New members joining the leadership team that were trained in Level I but not part of the leadership team, will require a School Design Book for an additional $250.00 per participant. Standard Package does not include participant fee for the Summer Institute, which is $150.00 per person (Summer Institute Fee does not include airfare or hotel accommodations).