HIGH SCHOOL SERVICES AGREEMENT

This High School Services Agreement ("Agreement") is made and entered into this 24th day of March, 2010, by and between the Archdiocese of Kansas City in Kansas, a juridic entity recognized by the Roman Catholic Church (the "Archdiocese"), and Hayden Catholic High School, Inc., a Kansas non-profit corporation, and a juridic entity recognized by the Roman Catholic Church ("High School").

RECITALS

A. The Archdiocese is recognized by the Code of Canon Law of the Roman Catholic Church (the "Code of Canon Law" or "canon law") as a portion of the people of God which is entrusted to the Archbishop for him to shepherd with the collaboration of the presbyterate, so that, adhering to its pastor and gathered by him in the Holy Spirit through the gospel and the Eucharist, it constitutes a particular church in which the one, holy, catholic, and apostolic Church of Christ is truly present and operative (the "Archbishop").

B. The Code of Canon Law recognizes the Archdiocese and High School as having separate juridic personalities. The Archdiocese and High School have an established custom of operations with one another which is based on the Code of Canon law, tradition and polity of the Roman Catholic Church.

C. To comply with the letter and spirit of the Code of Canon Law and to ensure that the civil law recognizes the reality that the Archdiocese and the High School are distinct and separate entities, on or about the date of this Agreement, the High School, with the consent of the Archdiocese, has been organized under civil law as a non-profit corporation under the laws of the State of Kansas. Any reference to "High School" is also a reference to "Corporation" and vice versa.
D. The High School shall operate as a separate entity as contemplated by canon law. The High School is affiliated with the parishes of the Topeka Pastoral Region and primarily serves the parishioners of the region. To assist the High School in its operations, the Archdiocese has agreed to provide certain administrative services to the High School, and the High School engages the Archdiocese to provide such services, for the term and on the conditions set forth below.

E. The High School desires to provide quality programs typical of a Roman Catholic High School for the spiritual, intellectual, and emotional development of its students in accordance with the teachings of Jesus Christ and The Roman Catholic Church as interpreted by the Archbishop of the Archdiocese. This includes, but is not limited to, academic instruction, religious services, religious education, spiritual formation, liturgical formation, and community service. The High School requires assistance from the Archdiocese to arrange for certain educational, liturgical, sacramental, business, fundraising, administration, personnel, facilities compliance, construction, legal, accounting, management and administrative support services necessary to the successful operation of a Roman Catholic High School, and the Archdiocese desires to provide such services and guidance to promote quality education rooted in the tradition and polity of the Roman Catholic Church.

F. The Archdiocese and High School intend through this High School Services Agreement to create a civil contract that captures the reality of how the Archdiocese and High School are already operating in accordance with the Code of Canon Law, tradition and polity of the Roman Catholic Church.

THEREFORE, the parties agree to the following terms and conditions:
ARTICLE I

PROVISION OF GENERAL SERVICES BY ARCHDIOCESE

1.1 Services Required by Canon Law, Tradition and Polity of Roman Catholic Church. The Archdiocese shall provide those services for the High School required or contemplated by Canon Law including:

a. appointment of priests as chaplains which appointment or whether High School shall have such appointment shall be in the sole discretion of the Archbishop;

b. such other services as required by the Code of Canon Law, tradition and the polity of the Roman Catholic Church.

1.2 Human Resources/Benefits. When deemed appropriate by the Archbishop, the Archdiocese shall provide the following human resource services to the High School from time to time:

a. Serve as a consultative resource for the human resource issues of the High School for employees and volunteers.

b. Procure, maintain and administer school employee benefit programs, including Health Care, Dental Care, Vision Plan, Voluntary Life, Flexible Benefits Plan, Disability Insurance, Workers’ Compensation, and Retirement Plans or other similar programs. This may include conducting, on the behalf of the High School, employee meetings to explain various health, benefit and welfare programs. High School shall pay to Archdiocese the amounts invoiced by Archdiocese for any such benefit program. Further, the High School shall be required to participate in such programs.
c. Provide consultation, including legal advice, to the High School regarding labor and employment claims.

d. Assist the High School in developing and promulgating employee policies, including policies required to be observed by all schools of the Archdiocese.

e. Develop, maintain and implement child protection policies and procedures to assist High Schools in preventing sexual abuse of children by High School personnel. The High School shall be required to follow such policies and procedures and to participate in training programs as may be required from time to time.

f. Develop, implement and administer a program to conduct criminal history background checks on all High School employees (including teachers) and volunteers, which may include the receipt by the High School and the Archdiocese of certain fingerprint and criminal history background checks and information. The High School shall be required to participate in such programs.

g. Issue a code of Ethical Standards that establishes general ethical standards in light of gospel values for High School leaders in the performance of their duties.

1.3 Finance and Accounting. The Archdiocese shall provide the following services to the High School from time to time:

a. Act as the primary consultative resource for all accounting, financial and insurance issues.

b. Provide advice regarding legal matters and management structures.

c. Provide the services of an internal auditor to the High School on a schedule determined from time to time by the Archdiocese; and, as may be otherwise desirable, upon request of the High School.
d. Train High School personnel on the policies and procedures relating to insurance, internal audits, foundations, the Deposit and Loan Fund investment policies, accounting and internal controls, and gift acceptance policies.

e. Provide advice regarding the investment and management of High School funds not used for High School operations.

f. Assist the High School in identifying, analyzing, and quantifying strategies to mitigate or eliminate identified risks.

g. Arrange for and/or assist in the procurement of insurance for the High School, including property, liability, and other necessary coverages excluding coverage for motor vehicles. All High School property is to be insured with Catholic Mutual Relief Society of America or such other insurer as designated from time to time. Premium statements will be sent annually to the High School.

h. Assist in managing insurance (including property and liability) claims, obtaining certificates of insurance and adding/deleting coverages.

i. Provide consultation and assistance to the High School on indemnification and insurance provisions for High School contracts.

j. Assist the High School with filing real and personal property tax exemption applications, project exemption certificate applications and similar tax exemption applications.

1.4 Legal Matters. The Archdiocese shall provide the following services to the High School from time to time:

a. Serve as the primary consultative resource regarding all legal and insurance claim matters. The High School President or his/her representative shall contact the
Superintendent of School's office or the Archdiocesan attorney whenever attorney services are needed. With regard to all legal matters, the Archdiocese may, in its sole discretion, obtain and retain counsel to assist the High School, as needed. The Attorney for the Archdiocese may also act as counsel to the High School.

b. Facilitate the filing of claim reports with the insurance carriers which afford coverage to the High School.

c. Assist with the administration of legal claims against the High School.

d. Provide assistance with maintenance of High School corporate records.

e. Assist the High School with negotiations for the settlement, compromise or satisfaction of any claim asserted by or against the High School. In the event a claim is paid by the High School's insurer, the High School shall be responsible for payment of any portion that is the responsibility of the insured under the applicable insurance policy.

The High School acknowledges and agrees that the Archdiocese's provision of legal services is contingent upon the Superintendent's or Archdiocesan Attorney's receipt of timely notice from the High School of the assertion of any claim against the High School or knowledge of facts that the High School reasonably believes may lead to the filing of a claim against the High School. Therefore, the High School agrees to promptly notify the Superintendent or Archdiocesan Attorney of the existence of any and all claims, demands, crimes, or the presence of facts, which the High School reasonably believes may lead to a claim, charge or demand against the High School. The High School shall make available to the Superintendent or Archdiocesan Attorney all information and assistance that the Archdiocese may reasonably request. The Archdiocese may obtain and retain on behalf of the High School outside counsel to be chosen by the Archdiocese in its sole discretion, to assist the High School,
as deemed necessary, and shall serve as the High School's agent to resolve all issues regarding liability insurance, including the defense of any litigation provided by liability insurers, and in that regard the High School shall not retain counsel without consent of the Archdiocese. The Archdiocese’s attorney may also act as counsel to the High School.

1.5 Miscellaneous Functions. The Archdiocese shall provide the following services to the High School from time to time:

a. Provide guidance to the High School relating to both real property and personal property transactions and capital improvements.

b. Provide facilities and construction management services to include consultation on building programs pursuant to the procedures and policies established by the Archdiocese.

c. Manage and implement the Contract Review Policy required of insureds of the Catholic Mutual Group or such other insurer as designated from time to time for basic property and liability insurance and as a member of CUPIL for additional liability coverage.

d. Provide guidance and ministries for the benefit of High School and its members provided such services may be subject to the rules and fees established by such ministries.

e. Provide consultative services regarding communications to the public, both Catholic and non-Catholic, through news releases, media coordination and statements, and publication of the Archdiocesan newspaper, newsletters, and other communications through the Archdiocese Office of Communications.

f. Provide guidance and assistance in fundraising by the High School for purposes of meeting its own financial obligations and for capital campaigns.
g. Such other services the Archbishop of the Archdiocese provides the High School in his sole discretion.

1.6. **Other Services.** From time to time the High School may request the Archdiocese to provide additional services not delineated in this High School Services Agreement and the Archdiocese will consider in good faith such requests. If the Archdiocese agrees to provide the services, payment for the services shall be on a cost-reimbursement basis, or with an additional service fee as determined by the Archdiocese and agreed upon in advance by the High School.

1.7 **Day-to-Day Operations of High School.** Except as specifically provided elsewhere in this Agreement, the day-to-day management of the operations of the High School, including, but not limited to, the management, hiring and supervision of employees of the High School, shall remain the sole responsibility of the High School. In no event shall this responsibility rest with, or be imputed to the Archdiocese.

**ARTICLE II**

**PROVISION OF SCHOOL OPERATIONS SERVICES BY ARCHDIOCESE**

2.1 **Policy and Strategic Planning Services.** The Archdiocese, through the office of the Archdiocesan Superintendent of Schools and the Archdiocesan Commission on Schools, shall provide leadership and direction in the formulation of policies and strategic planning for the High School, including the following:

a. Coordinate from time to time professional and religious development workshops for the High School’s President, Principal, key administrative personnel and teachers.
b. Assist the High School with the formulation of policies to satisfy the
guidelines and requirements of appropriate external organizations and accrediting agencies.

c. Consult with the High School in the strategic planning process.

d. Collaborate with appropriate external agencies on matters of mutual
interest, and follow the guidance from United States Conference of Catholic Bishops (USCCB)
and the Kansas Catholic Conference (KCC) in order to assist with the development and
promulgation of the religious goals and policies for the High School.

e. Provide consultation concerning dispute resolution strategies involving
employment and parent-teacher matters.

f. Serve as the primary consultative resource for the human resource issues
of the High School. This may include consultations regarding personnel recruitment, employee
screening, interviewing, job descriptions, job qualifications, new employee orientation,
employee compensation, performance reviews and employee development and training.

g. Develop, recommend and assist in the administration of a compensation
system for the eligible High School employees. This may include assistance with the
development, implementation and administration of a High School salary system (including job
descriptions, job qualifications, salary ranges).

h. Provide consultation, including legal advice to the High School,
regarding labor and employment claims. With regard to all legal matters, the Archdiocese may
obtain and retain outside counsel to assist the High School, as needed. The Archdiocese’s
attorney may also act as counsel to the High School.

i. Provide employee training and development for the High School.
j. Promulgate a Handbook of Archdiocesan Catholic School Policies and Procedures which incorporates the vision statement and core beliefs, philosophies, mission, goals and objectives, and policies and procedures for High Schools of the Archdiocese.

k. Assist the High School in providing safe and secure environments and in formulating crisis and compliance plans and facilitating crisis intervention services as necessary.

l. Provide consultation and assistance to the High School on the development and training of High School and parent advisory groups.

m. Assist the High School in timely filing IRS Form 5578, or such other form(s) as may be required by the Internal Revenue Service to certify that the High School does not discriminate in any matter on the basis of race.

2.2. School Personnel Services. The Archdiocese, through the office of the Archdiocesan Superintendent of Schools, will assist the High School in identifying potential administrators and teachers and support them in carrying out their responsibilities. More particularly, the office will:

a. Facilitate as appropriate the President and Principal search process.

b. Assist with the recruitment, screening and training of new teachers.

c. Provide employment contracts to the High School for the employment of teachers and school administrators. High School agrees to use the contracts provided by the Superintendent.

d. Apprise the High School of administrator/teacher state and religious certification requirements.
e. Develop and facilitate the process of the evaluation/assessment of the High School president, principal and teachers.

2.3. Curriculum, Instruction and Assessment Services. To assist the High School in providing quality education and continuous school improvement, the Archdiocese, by and through the Archdiocesan Superintendent of Schools, shall:

a. Facilitate, formulate, recommend and develop curriculum standards (guidelines and policies) consistent with Roman Catholic teachings, the Handbook of Archdiocesan Catholic School Policies and Procedures and other appropriate external organizations.

b. Coordinate curricular and administrative professional development opportunities for High School personnel.

c. Assist with the process of accreditation of the High School, where appropriate, in accordance with the guidelines of appropriate external organizations.

d. Facilitate the Religious Certification for Teachers and Administrators program.

e. Analyze pertinent data to determine curricular needs, staff development and instructional resources.

2.4. Additional Financial Services. To provide support for strategic planning and maintaining and securing future growth of the High School, including assisting the School in operating on a sound financial basis while meeting its educational goals, the Archdiocese, by and through the office of the Archdiocesan Superintendent of Schools, shall also:

a. Coordinate coverage in the Kansas State High School Activities Association (KSHSAA) plans (grades 9-12), or other student accident insurance.
b. Assist the High School with participation in federal programs.

2.5 **Tuition and Expenses.** Nothing in this Agreement shall impose any obligation upon the Archdiocese to bill and collect any school tuition funds on behalf of the High School, or to pay any costs on behalf of the High School. The High School shall be at all times responsible for the billing and collection of any and all tuition expenses and the payment of all costs and expenses, including, but not limited to, those associated with the day-to-day running of a High School.

2.6 **Day-to-Day Operations of School.** Except as specifically provided elsewhere in this Agreement, the day-to-day management of the operations of the High School, including, but not limited to, the management, hiring and supervision of employees of the High School, shall remain the sole responsibility of the High School. In no event shall this responsibility rest with, or be imputed to the Archdiocese.

**ARTICLE III**

**OBLIGATIONS OF HIGH SCHOOL**

3.1 High School shall abide by and perform all obligations required by canon law, civil law and the tradition and polity of the Roman Catholic Church.

3.2 High School shall perform all obligations detailed elsewhere in this agreement.

3.3 High School shall comply with and follow the policies and procedures of the Archdiocese applicable to High School or all Archdiocesan affiliated entities, as amended from time to time.

3.4 High School shall, at the discretion of the Archdiocese, participate in an internal audit of the High School.

**ARTICLE IV**
TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence on the 23rd day of February, 2010, and continue until terminated pursuant to section 4.3 of this Agreement.

4.2 The term of this Agreement shall be perpetual unless terminated pursuant to section 4.3 of this Agreement.

4.3 Termination.

a. Notwithstanding any other provision in this Agreement, this Agreement may be terminated by the Archdiocese upon the occurrence of one or more of the following:

   (1) An appointment of a receiver or trustee to manage the assets of the High School;

   (2) Assignment for the benefit of creditors of the assets of the High School; or

   (3) Any act of bankruptcy by the High School.

b. If any legislation, regulation, rule or court decision has a material adverse effect on the operation of this High School Services Agreement or jeopardizes the independent status of either of the parties or denies expected compensation because of any of the provisions of this Agreement, then the parties shall attempt to amend this Agreement so as to avoid any adverse consequences. If the parties, acting in good faith, are unable to make required amendments, this Agreement shall be terminated.

c. Archdiocese’s Power to Terminate. Notwithstanding any other provision contained in this Agreement, the Archdiocese may terminate this Agreement in whole, or cease providing one or more service(s) at any time, by giving written notice of termination,
identifying the service or services being terminated, to the High School at least ninety (90) days in advance of the effective date of the termination.

4.4 **Effect of Termination.** Upon termination of this Agreement, for whatever reason, or its expiration, the Archdiocese shall be entitled to all Service Fees accrued and unpaid up to the time of termination or expiration.

**ARTICLE V**

**SERVICE FEE**

5.1 **Service Fees-School.** High School shall pay to the office of the Superintendent of Schools on or before October 15 of each year an amount equal to a dollar amount determined from time to time multiplied by the number of enrolled students at the beginning of the school year.

5.2 **Additional Costs.** In addition to the compensation set forth in Section 5.1 above, as to any and all services subcontracted by the Archdiocese to third parties (including but not limited to legal fees, bank investment services, employee benefits, insurance, retirement plans, workers’ compensation), under this Agreement for the High School, the High School shall reimburse the Archdiocese as billed or assessed by the Archdiocese; provided that the Archdiocese may request that third parties bill the High School directly. The Archdiocese shall also be entitled, in its sole discretion, to impose a surcharge on the High School, for the direct subcontracting of the services, the amount of which shall be determined by the Archdiocese, in its sole discretion, giving consideration to the time and expense incurred by the Archdiocese in contracting with the subcontractors.
ARTICLE VI
INSURANCE, LIMITATION OF LIABILITY

AND INDEMNIFICATION

6.1 As part of its services to the High School, the Archdiocese shall obtain blanket insurance coverage for the following risks and require that the High School is a named insured:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount/Determination</th>
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<tbody>
<tr>
<td>Property Insurance -- covering all buildings,</td>
<td>Amount determined by High School</td>
</tr>
<tr>
<td>structures and contents for full replacement</td>
<td></td>
</tr>
<tr>
<td>cost value without deduction for depreciation</td>
<td></td>
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<tr>
<td>Commercial General Liability Insurance --</td>
<td>$500,000.00</td>
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<tr>
<td>including coverages for the following: liquor</td>
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<tr>
<td>liability; personal and advertising injury</td>
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<tr>
<td>liability; cemetery operations liability;</td>
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<tr>
<td>excess automobile liability (including hired</td>
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<tr>
<td>and non-owned automobile coverages); premises</td>
<td></td>
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<tr>
<td>medical payments of not less than $5,000.00</td>
<td></td>
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<tr>
<td>per occurrence</td>
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<tr>
<td>Sexual Misconduct liability -- (annual limit</td>
<td>$5,000,000.00</td>
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<tr>
<td>in the aggregate, including defense costs, with</td>
<td></td>
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<tr>
<td>no more than a $50,000.00 co-payment requirement)</td>
<td></td>
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<tr>
<td>Errors and Omissions Liability --</td>
<td>$500,000.00</td>
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<tr>
<td>• Corporate Directors and Officers Liability</td>
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<tr>
<td>• Pastors and Counselors Professional Liability</td>
<td></td>
</tr>
<tr>
<td>• Employee Benefits Liability Insurance</td>
<td></td>
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<tr>
<td>Employment Practices Liability</td>
<td>$500,000.00</td>
</tr>
<tr>
<td></td>
<td>(annual aggregate)</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>State requirements</td>
</tr>
<tr>
<td>Special Events Coverage</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Excess Coverage</td>
<td>$10,000,000.00</td>
</tr>
<tr>
<td></td>
<td>(per occurrence)</td>
</tr>
</tbody>
</table>
$20,000,000.00
(annual aggregate)

The High School shall obtain all insurance coverages, except for motor vehicles, based upon consultation with the Archdiocese and pay its premiums directly to Catholic Mutual or other applicable insurers. The limits of insurance coverages may change from time to time in accordance with Archdiocesan policies.

6.2 Indemnification, Limitation on Liability. The Archdiocese and the High School, and their respective agents, designees and employees, and the successors and assigns of any of them, shall not be liable for any loss incurred by either of them occasioned by acts performed (or not performed) by them, or advice or assistance given by them, in good faith in the performance of their duties hereunder, and in any event shall be liable only for willful wrongdoing or gross negligence and not for honest errors of judgment; provided, however, that in no event shall either the Archdiocese or the High School, or their agents, be held liable for any consequential damages or for any loss of profits suffered by either of them or by any third party in any manner arising out of their performance of any actions under this Agreement. Each party agrees to indemnify and hold the other harmless (including their respective agents, successors and assigns) from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of every kind and nature which they or any of them may incur, sustain or be required to pay in connection with or arising out of the performance of their obligations hereunder (unless the costs, damages, judgments, fees, expenses, obligations or liabilities are incurred in connection with or arise out of willful wrongdoing or gross negligence). This Article VI shall survive the termination of this Agreement.
ARTICLE VII

CONTINUING ARCHDIOCESE AND HIGH SCHOOL OBLIGATIONS

7.1 Nothing contained in this Agreement shall vacate, alter, modify, or in any way change the Archdiocese’s or High School’s mutual and continuing obligations to one another pursuant to the Code of Canon Law and the tradition and polity of the Roman Catholic Church.

7.2 To the extent this agreement is contrary to the Code of Canon Law and the tradition and polity of the Roman Catholic Church, then the Code of Canon Law, tradition, and polity of the Roman Catholic Church shall control.

7.3 High School recognizes the authority of the Archbishop of the Archdiocese of Kansas City in Kansas, as the pastor of the Archdiocesan Church, and shall follow his doctrine and governance and nothing contained, or not contained in this agreement, shall diminish the Archbishop’s authority over High School as established by the Code of Canon Law, and the tradition and polity of the Roman Catholic Church.

ARTICLE VIII

MISCELLANEOUS

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the High School and the Archdiocese with respect to support services and supersedes any prior oral and written proposals, negotiations, representations, writings, agreements and communications between the High School and the Archdiocese.

8.2 Assignment. This Agreement shall not be assigned or transferred by either party.

8.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
8.4 **Choice of Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Kansas and the Code of Canon Law of the Roman Catholic Church and the invalidity and unenforceability of any provision shall in no way affect the validity or enforceability of any other provision. All disputes under this Agreement shall be resolved in the appropriate Canonical Forum as described in Section 8.17 below.

8.5 **Amendments.** This Agreement may only be amended or modified by subsequent written agreement between duly authorized representatives of the Archdiocese and the High School.

8.6 **Interpretation.** Nothing in this Agreement shall be interpreted to expand the responsibility of the Archdiocese to provide services to the High School unless expressly or explicitly provided for in this Agreement.

8.7 **Notices.**

a. All notices required to be given or provided for in this Agreement shall be in writing.

b. All notices to the Archdiocese shall be sent to (i) Archdiocese of Kansas City in Kansas, Attn: Superintendent of Schools, and (ii) to such other Person or Place as the Archbishop of the Archdiocese may from time to time direct by Notice.

c. All notices to High School shall be sent (i) to the President of the High School at 401 SW Gage Blvd., Topeka, KS 66606, or (ii) to such other address as the President shall designate to the Archdiocese by Notice.

d. All notices required to be given or provided for in this Agreement shall be given by any of the following means: (i) personal service; (ii) electronic communication; (iii) overnight courier; or (iv) registered or certified, first class mail, return receipt requested.
Such addresses may be changed by Notice to the other party given in the same manner as provided for the giving of Notice. Any notice, demand, or request sent pursuant to either subsection (i) or (ii) hereof shall be deemed received upon the personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to subsection (iii) shall be deemed received on the business day immediately following deposit with a recognized national or regional overnight courier and, if sent pursuant to subsection (iv) shall be deemed received seventy-two (72) hours following deposit into the mail. Notices given pursuant to subsection (ii) shall also be printed and deposited in first class mail with the United States Postal Service on the same day as electronic notice is given unless the recipient acknowledges receipt of the electronic notice.

8.8 **Waiver.** No waiver by either of the parties to this Agreement of any failure by the other party to keep or perform any provision or covenant of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or of any other provision, covenant or condition. All rights and remedies herein granted or referred to are cumulative; resort to one shall not preclude resort to another or any other right or remedy provided by law.

8.9 **Additional Documents.** Each of the parties agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party’s obligations pursuant to this Agreement.

8.10 **Non-Exclusive Relationship.** The Archdiocese, in its sole discretion, may represent, perform services for, become employed by, and contract with other High Schools, persons, or companies.

8.11 **Severability.** If any part, term, or provision of this Agreement is held to be illegal, the validity of the remaining portions or provisions shall not be affected, and the rights
and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

8.12 **Paragraph Headings.** The paragraph headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they pertain.

8.13 **Mutual Cooperation.** The parties acknowledge that a high degree of communication and cooperation is necessary for a good working relationship between the Archdiocese and the High School. Both parties agree to use all reasonable efforts to cooperate with one another and apprise one another of information as necessary for successful assistance with the management of the High School.

8.14 **Counterparts.** This Agreement may be executed in one or more counterparts.

8.15 **Relationship between Parties.** The Archdiocese and the High School are independent parties under both civil law and canon law and intend to preserve and protect that independence. This Agreement is intended solely as a service agreement, and no partnership, joint venture, employment, agency, franchise, or other form of agreement or relationship is intended. Each party agrees to be responsible for all of its federal and state taxes, withholding, social security, insurance, and other benefits, and all salaries, benefits, and other costs of its employees, except as otherwise specifically contemplated by the provisions of this Agreement (e.g., where the High School has agreed to reimburse the Archdiocese for its costs). From time to time, in connection with the services referred to in this Agreement, the Archdiocese may act as the High School's agent if the High School requests the Archdiocese to do so and the Archdiocese, in its sole discretion, agrees.
8.16 **No Third Party Beneficiaries.** This Agreement is not intended to create any rights in any person or entity who is not a party to this agreement, and no such rights are created hereunder.

8.17 **Forum Selection Clause.** The Archdiocese and High School expressly waive their right to a trial by jury and to bring any dispute between the parties in the courts of the State of Kansas and/or the United States of America. Only after making good faith efforts to resolve any disagreements between them without success, the Archdiocese and High School agree to arbitrate any disputes under this agreement before the Tribunal system established by the Code of Cannon Law and the Roman Curia of the Roman Catholic Church. The arbitration shall be conducted in and pursuant to the rules and procedures of the tribunal system established by the Code of Canon Law and the Roman Curia of the Roman Catholic Church. The final decision of the Roman Curia tribunal system shall not be subject to appeal in the courts of the State of Kansas or the United States of America. The Archdiocese and High School agree that this forum selection clause has been negotiated between the parties to this contract and that this language is conspicuous.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Date: 3-24-10

ARCHDIOCESE OF KANSAS CITY IN KANSAS

By: ________________________________
Most Reverend Joseph F. Naumann
Archbishop

HAYDEN CATHOLIC HIGH SCHOOL, INC.

Date: ________________________________

By: ________________________________
Rick Strecker, President